

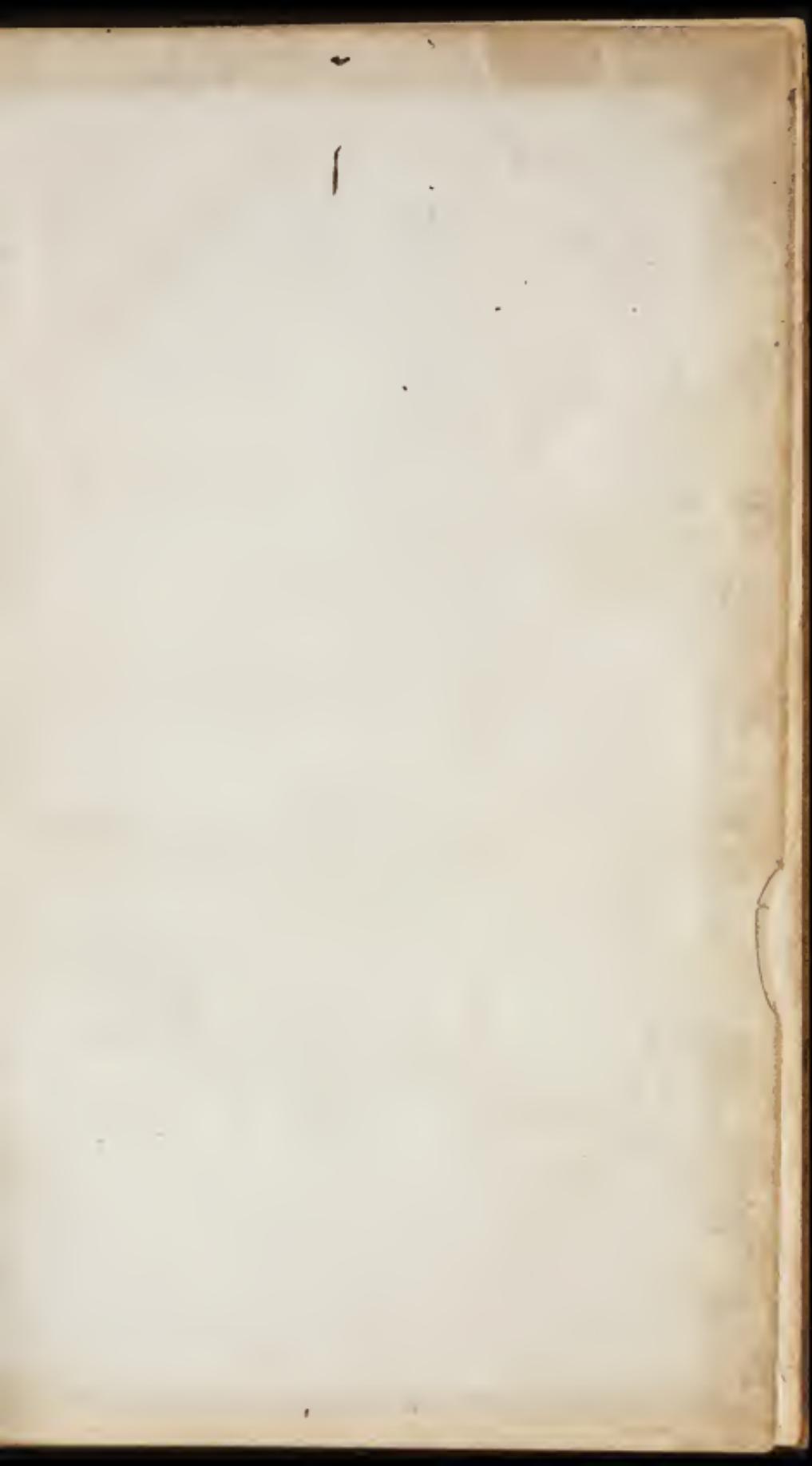


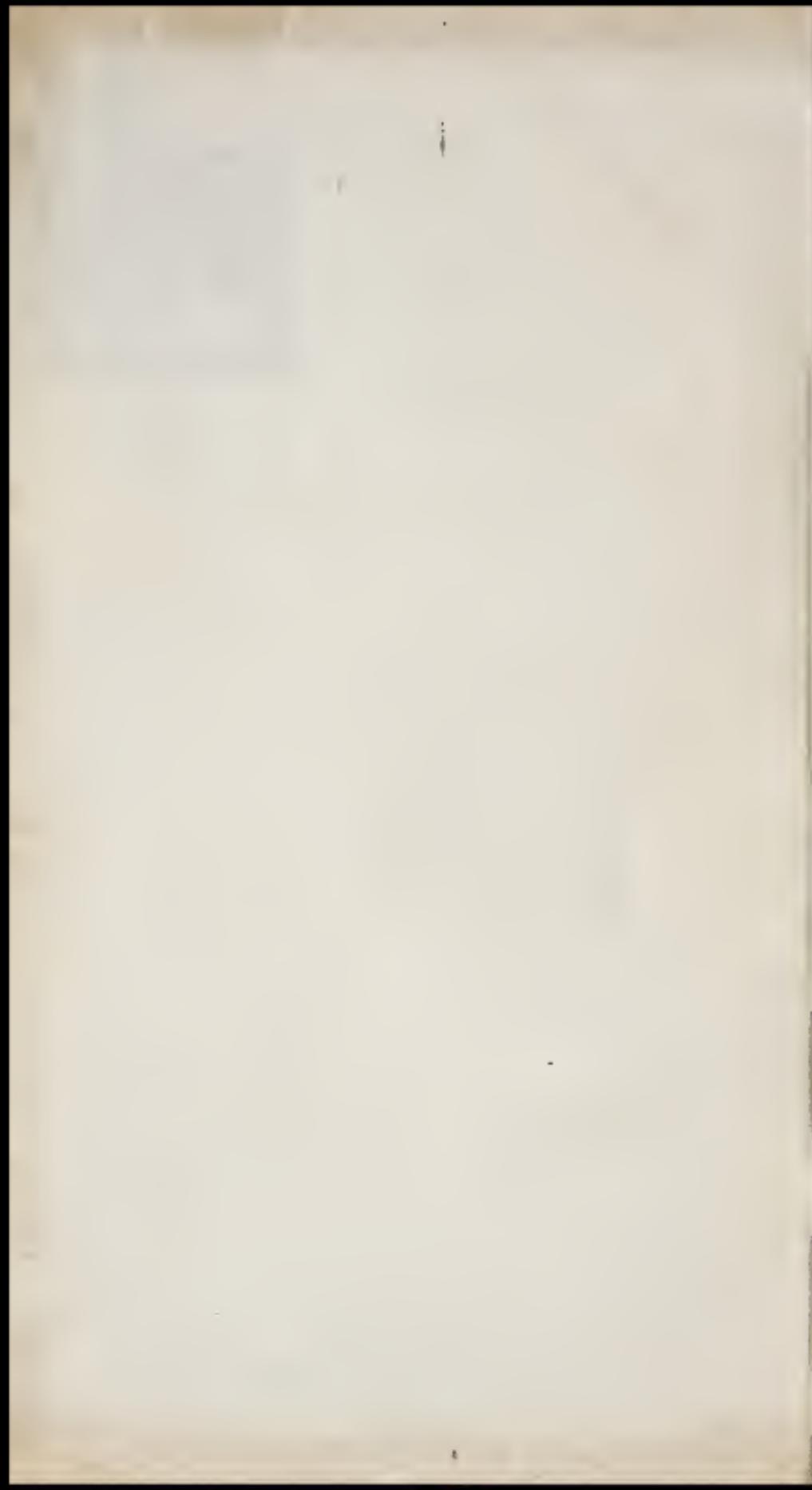


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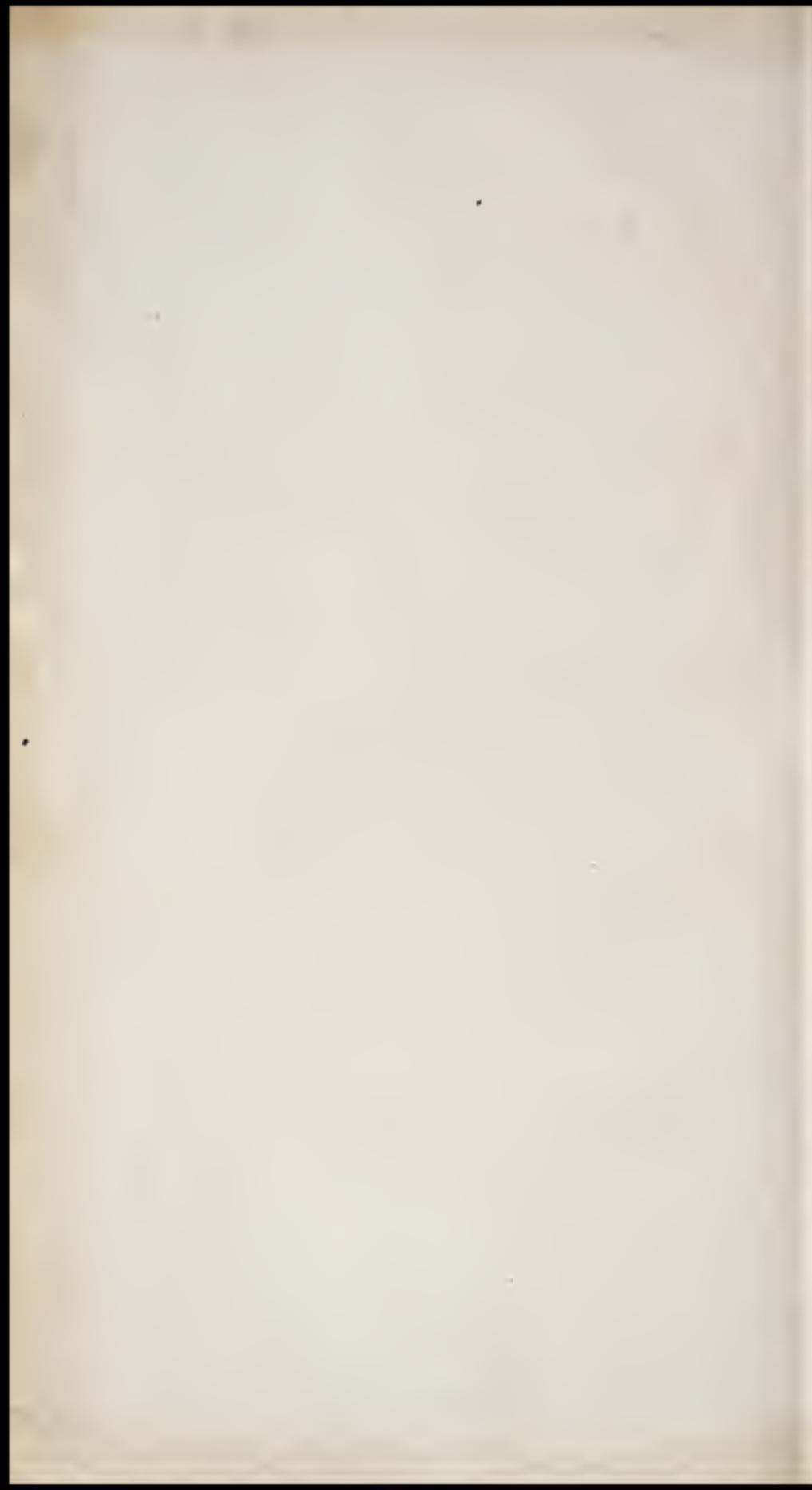
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1956









A

PRACTICAL GUIDE

FOR

JUSTICES OF THE PEACE AND CONSTABLES:

CONTAINING A

COMPREHENSIVE COLLECTION OF JUDICIAL AND
MISCELLANEOUS FORMS, ADAPTED TO THE
LAWS OF THE STATE OF IOWA;

TO WHICH IS APPENDED A CONCISE TREATISE ON THE

LAW OF EVIDENCE,

TOGETHER WITH OTHER USEFUL MATTER, OF MUCH IMPORTANCE TO
EVERY BUSINESS MAN,

By HOSEA B. HORN.

KEOKUK, IOWA:
PRINTED AT THE DISPATCH OFFICE.

1854.

Entered according to act of Congress, in the year 1854, by
HOSEA B. HORN,

In the Clerk's office of the District Court of the United States for
the District of Iowa.



P R E F A C E.

IN presenting this book to the public, the author claims but little that is new; and the only apology he will offer for its appearance is, the necessity and utility of such a work. He feels assured that all persons who have, to any considerable extent, been engaged in such pursuits as require legal forms, have felt that something of the kind was much needed in this State.

It cannot be expected that such a work, as is here attempted, can be got up entirely free from errors and imperfections, "more especially this of ours," since it is the first ever attempted under the laws of the State of Iowa. But notwithstanding the defects and imperfections it may contain, it is believed it will be of great utility as *a way-mark and guide* to those for whom it is intended.

Forms for Justices of the Peace and Constables, both in civil and criminal proceedings, have been carefully prepared, accompanied with such brief remarks and explanations as were thought best calculated to be understood the more readily by those

officers. Forms also, of conveyances and for their authentication, as well as letters of attorney, notes, bills, receipts, orders, bonds, &c., are given, which will not only render the book useful to those officers alone, but must make it valuable to the whole public. The treatise upon the law of evidence, although very concise, will be found very profitable and convenient to Justices, who are called upon to decide embarrassing questions of law which arise upon the trial of almost every contested case that may come up before them.

The author has also inserted an interest table, a time table, a list of weights and measures, and in other respects has endeavored to make the book, as its title indicates, a PRACTICAL GUIDE. How far he has succeeded, is to "be enquired of by the country," whose decision will be cheerfully acquiesced in by

THE AUTHOR.

BLOOMFIELD, IOWA, *June 1, 1854.*

PRACTICAL GUIDE.

PART I.

JUSTICES OF THE PEACE.

THE constitution of Iowa provides that the judicial power of the State shall be vested in a Supreme Court, District Court, and such inferior courts as the General Assembly may, from time to time, establish. The General Assembly have provided that at the April election in the year 1852, there shall be elected two Justices of the Peace for each township, who shall hold their office for the term of two years; and that immediately after the election, the township clerk shall send a written notice to the county judge, stating the names of the persons elected and the time of the election, and shall enter the same in the township record. Within thirty days from the day of election, the persons, thus returned as elected, are required to file with the county judge, a bond with freehold securities, to be approved by him, in a sum to be fixed by such judge, but in no case less than five hundred dollars.

BOND.

Know all men by these presents, that we, J. H., D. C. and E. F. are held and firmly bound to the

county of Henry, in the State of Iowa, in the penal sum of one thousand dollars, to be void upon condition that, as Justice of the Peace for said county, the said J. H. will render a true account of his office and his doings therein to the proper authority when required thereby, or by law; that he will promptly pay over to the person or officer entitled thereto, all moneys which may come into his hands by virtue of his office; that he will promptly account for all balances of money remaining in his hands at the termination of his office; that he will hereafter exercise all reasonable diligence and care in the preservation and lawful disposal of all moneys, books, papers, securities, or other property appertaining to his office, and deliver them to his successor, or to any other person authorized to receive the same; and that he will faithfully and impartially, without fear, favor, fraud or oppression, discharge all other duties now or hereafter required of his office by law. Witness, our hands, this 22d day of November, A. D. 1853.

J. H.
D. C.
E. F.

The above bond and securities thereto approved by me, this 22d day of November, A. D. 1853.

W. R., *Co. Judge.*

—
O A T H.

Upon filing the bond required by law, the county judge or other officer authorized to administer oaths, is empowered to administer to such justice the oath of office, which must be subscribed

on the back of the bond, or other paper attached thereto, and certified by the officer administering the same.

—
FORM OF OATH.

I, J. H., do solemnly swear that I will support the constitution of the United States and the constitution of the State of Iowa, and that, to the best of my knowledge and ability, I will perform all the duties of the office of Justice of the Peace of Henry county, State of Iowa, as provided by the condition of my bond as within written.

J. H.

Subscribed and sworn to before me, this 22d day of November, A. D. 1853.

W. R., *Co. Judge.*

—+—

JURISDICTION IN CIVIL CASES.

The constitution provides that the jurisdiction of Justices of the Peace shall extend to all civil cases, (except cases of chancery, and cases where the question of title to any real estate may arise,) where the amount in controversy does not exceed one hundred dollars; and by consent of parties, may be extended to any amount not exceeding five hundred dollars.

The Revised Code provides that the jurisdiction of Justices of the Peace, when not specially restricted, is geographically coextensive with their respective counties; and that suits may be brought in the township where the defendant, or one of the several defendants, reside; or in any other township,

provided actual service on one or more of the defendants is made in such township. Actions of replevin and attachment may be commenced in any township in the proper county. On written contracts stipulating for payment at a particular place, suit may be brought in the township where the payment was agreed to be made. If there is no Justice of the Peace in the proper township competent to try the cause, suit may be brought in any adjoining township in the same county.

Upon filing his cause of action by the plaintiff, the first step to be taken by the Justice is to docket the cause and issue a notice, addressed to the defendant, returnable within fifteen days, and not less than five days. It must state the amount claimed by the plaintiff, the nature of the claim, and the time fixed for the trial of the cause.

FORM OF NOTICE.

State of Iowa, }
Appanoose County, } ss.

To G. H. : Sir—In the name of the State of Iowa, you are hereby notified that D. C. claims of you twenty dollars and fifty cents as justly due him on a note made by you, March 1st, 1853, for \$20 50, payable to said D. C. on or before the 20th day of November, 1853, with ten per cent. interest per annum from due until paid, and that unless you appear before me, a Justice of the Peace of Center township, county and State aforesaid, on the 29th day of November, A. D. 1853, at 10 o'clock, A. M., and make defence to said claim, judgment will

be rendered against you for the whole amount, with interest and costs.

Witness my hand, this 23d day of November, A. D. 1853.

J. H., *Justice of the Peace.*

—
S U B P O E N A.

State of Iowa, } ss.
Jackson County, } ss.

To W. M., O. K. and S. F.: In the name of the State of Iowa, you are hereby required to be and appear before me, a Justice of the Peace of Union township, county and State aforesaid, at my office therein, on the 29th day of November, A. D. 1853, at 10 o'clock, A. M., to testify in a suit wherein D. C. is plaintiff, and G. H. is defendant, on the part of the defendant.

Witness my hand, this 23d day of November, A. D. 1853.

J. H., *Justice of the Peace.*

—
S U B P O E N A D U C E S T E C U M.

The same as an ordinary subpoena, until the words "on the part of," &c., and then add, "and bring with you a certain book, (note, article of agreement, or whatever is desired, describing it as near as may be,) to be given in evidence in said cause," &c.

—+—

J U R Y.

Either party to a civil action before a Justice of the Peace may demand a jury, which shall consist

of six men, unless a smaller number be agreed upon by the parties. The Revised Code provides that all qualified electors of the State, of good moral character, sound judgment, and in full possession of the senses of hearing and seeing, are competent jurors in their respective counties; and that all persons holding office under the laws of the United States or of this State, all practising attorneys, physicians and clergymen, all acting professors or teachers of any college, school or other institution of learning, and all persons disabled by bodily infirmity, or over sixty-five years of age, are exempted from serving as jurors. Any other person may be excused, when for any reason his own interest or that of the public will be materially injured by his attendance; or when the state of his own health or the death or sickness of a member of his family requires his absence. Each party is entitled to three peremptory challenges, and any deficiency in the number, arising from any cause, may be supplied by summoning as in the first place.

VENIRE.

State of Iowa, }
Dubuque County, } ss.

*To any constable of Dubuque township, county
and State aforesaid—GREETING :*

In the name of the State of Iowa, you are hereby commanded to summon six qualified electors of said county and State, of good moral character, sound judgment and in full possession of the senses of hearing and seeing, to be and appear before me, a Justice of the Peace of said township, at my of-

fice therein, on the 1st day of December, A. D. 1853, at ten o'clock, A. M., then and there, as jurors, to try the issue pending before me, between D. C., plaintiff, and G. H., defendant.

Witness my hand, this 24th day of November, A. D. 1853.

J. H., *Justice of the Peace.*

OATH OF JURY.

You, and each of you, solemnly swear that you will well and truly try the cause submitted to you by D. C., plaintiff, and G. H., defendant, and a true verdict give according to the evidence, to the best of your judgment and ability. So help you God.

AFFIRMATION.

You do solemnly and sincerely declare and affirm, that you will well and truly try the cause submitted to you by D. C., plaintiff, and G. H., defendant, and a true verdict give according to the evidence, to the best of your judgment and ability. This you promise under the pains and penalties of perjury.

OATH OF WITNESS.

You solemnly swear that the evidence you will give in the cause now pending, wherein D. C. is plaintiff, and G. H. is defendant, shall be the truth, the whole truth, and nothing but the truth. So help you God.

AFFIRMATION.

The affirmation of a witness will be varied at the beginning and termination, the same as that of the jury.

—†—

CONFESSiON OF JUDGMENT.

The laws of Iowa provide that judgments may be confessed for money due or to become due, or to secure a person against contingent liabilities on behalf of the defendant. Such confessions must be for a specific sum, and must be made and signed by the defendant, and verified by his oath. If for money due or to become due, it must state concisely the facts out of which the indebtedness arose, and that the sum confessed therefor is justly due, or to become due. If, to secure the plaintiff against a contingent liability, the confession must state concisely the facts constituting such liability, and must show that the sum confessed does not exceed the same. Upon filing such confession, the Justice must immediately enter a judgment on his docket with costs, and issue execution forthwith, unless otherwise stipulated by the defendant in his confession.

FORM OF CONFESSiON.

I, A. B., acknowledge myself indebted to C. D. in the sum of twenty-seven dollars and fifteen cents, as justly due him on a note made by me, August 25th, 1853, for \$27 15, payable to said C. D. on or before the 20th day of November, A. D.

1853, with ten per cent. interest from due, and I hereby authorize J. H., a Justice of the Peace of Marion township, Davis county, State of Iowa, to render judgment against me for the same, with interest and costs of suit.

Witness my hand, this 24th day of November, A. D. 1853. A. B.

Subscribed and sworn to by the said A. B., before me, this 24th day of November, A. D. 1853.

J. H., *Justice of the Peace.*

—†—

DOCKET ENTRIES.

The Revised Code of Iowa provides that in every case the Justice of the Peace is required to note the title of the cause ; a statement of the nature and amount of the plaintiff's demand and the defendant's set-off, if any ; the issuing of the process and return ; the appearance of the parties ; every adjournment, at whose instance and for what time ; the verdict ; the judgment ; the issuing and renewing executions ; and taking appeals ; giving transcripts, and shall note all motions made, and whether refused or granted.

FORM OF DOCKET ENTRY.

A____. B____ }
C____ D____. } ^{v.} Debt.

Be it remembered, that on this 15th day of August, A. D. 1853, the said A. B. filed herein as his cause of action, a note made by said C. D., dated

December 24th, 1852, for \$56 25, with ten per cent. interest per annum from date until paid, and on account for one cook stove, \$15, and one tin bucket, 75 cents, and thereupon a notice issued returnable on the 25th day of August, 1853, at two o'clock, P. M., and was delivered to E. F., constable. Also a subpoena issued for O. L., and P. R., on the part of the plaintiff. On the 16th day of Augnst, 1853, a subpoena also issued for M. L. and W. M., on the part of the defendant.

And now on this day, come the parties by themselves, (or by their attorneys, if any,) and the defendant filed his offset for 25 bushels of corn at 25 cents per bushel, and 15 bushels of oats at 20 cents per bushel, and after the examination of the witnesses, and hearing the allegations and proofs of the parties, (and argument of counsel, if any,)

It is considered that the said A. B. recover of the said C. D. the sum of sixty-six dollars and thirty-five cents debt, with ten per cent. interest from this date on \$59 84, and six per cent. interest from this date on \$6 50, with costs of suit taxed five dollars and ninety-five cents. This 25th day of August, A. D. 1853.

J. H., *Justice of the Peace.*

—
JUSTICE'S FEES.

Commencing suit,.....	50
Entering judgment	1 00
	— \$1 50

CONSTABLE'S FEES.

Serving notice on defendant.....	25
Mileage—2 miles.....	10
Serving subpoena on 4.....	60
Mileage—6 miles.....	60
	— 1 55

WITNESS FEES.

O—. L—., 1 day.....	50
Mileage—2 miles.....	10
	—
P—. R—., one day	50
Mileage—4 miles.....	20
	—
M—. L—., one day.....	50
Mileage—10 miles	50
	—
W—. M—., one day.....	50
Mileage—2 miles.....	10
	—

—†—

EXECUTIONS.

An execution is a writ which authorizes the proper officer to carry into effect the judgment of a court or other jurisdiction.

Justices of the Peace are authorized to issue executions at any time, upon the application of the party entitled thereto, after the rendition of judgment, within five years, but not afterwards. The execution must be against the goods and chattels of the defendant, therein, and directed to any constable of the county. It must be dated on the day on which it is issued, and returnable within thirty days. If not satisfied when returned, it may be renewed from time to time by indorsement thereon, which indorsement must state the amount paid, if any; be dated and signed by the Justice. Such indorsement shall continue the execution in full force for thirty days from the time of renewal; and property levied on before renewal, may be retained by the officer and sold after the execution is renewed.

FORM OF EXECUTION.

State of Iowa, } ss.
Wapello County, }

To any Constable of said County, GREETING :

In the name of the State of Iowa, you are hereby commanded, that of the goods and chattels of C. D., in your county, (except such as the law exempts) you cause to be made the sum of thirty-one dollars and ten cents, with interest thereon at the rate of ten per cent per annum, from the 5th day of September, 1853, and one dollar and fifty cents costs, and such other costs as may lawfully accrue herein, which A. B. recovered against him in an action before me, a Justice of the Peace of said county, on the 5th day of September, 1853. And of this writ make legal service and due return to me within thirty days from this date.

Witness my hand this 24th day of November, A. D. 1853. *J. H., Justice of the Peace.*

FORM OF RENEWAL.

I hereby certify that there has been two dollars and eighty cents paid on the within execution, and that the same is hereby renewed for thirty days from this date.

Witness my hand this 23d day of December, A. D. 1853. *J. H., Justice of the Peace.*

—†—

STAY OF EXECUTION.

On all judgments rendered by Justices of the Peace, (except where otherwise specially provided for,) the judgment debtor shall be allowed a stay of

execution, by entering good and sufficient security on the docket for the amount of the judgment, interest and costs. The length of the stay is to be determined by the amount of the judgment. The sufficiency of the security is to be determined by the Justice, who is liable on his official bond, if he accepts insufficient security, unless he requires said security to justify under oath in writing.

—
FORM OF OATH.

I, K. M., do solemnly swear that I am good and sufficient security for the amount of the above judgment, interest and costs; that I have sufficient property unencumbered, which is not exempt from execution, to pay the same, and that I verily believe the said Justice of the Peace is justified in accepting me as such security. K. M.

Subscribed and sworn to before me this 21st day of November, A. D. 1853.

J. H., *Justice of the Peace.*

—
FORM OF STAY.

I, K. M., acknowledge myself indebted to A. B. in the sum of fifty dollars, to be void upon this condition: Whereas A. B. obtained a judgment before J. H., a Justice of the Peace for Polk county, State of Iowa, on the 5th day of July, A. D. 1853, against C. D., for the sum of twenty dollars and thirty cents, with ten per cent. interest per annum, and two dollars and seventy-five cents costs: Now, if said judgment shall be paid at the expiration of forty days from the time it was rendered, this bond

shall be void ; but if said judgment shall not be fully paid at the expiration of said forty days, I hereby authorize said Justice of the Peace to enter judgment against me for any sum so remaining unpaid, with interest and costs.

Witness my hand this 7th day of July, 1853.

K. M.

The above bond and security thereto, approved by me this 7th day of July, 1853.

J. H., *Justice of the Peace.*

—
DOCKET ENTRY.

A— B—, }
v.
C— D—, and } On stay of execution.
R—. M—.

Be it remembered that on the 5th day of July, 1853, said A. B. recovered before me, a judgment against C. D. for the sum of twenty dollars and thirty cents, with ten per cent. interest and costs of suits ; and that on the 7th day of the same month, the said K. M. became bail for the stay of execution, for the term of forty days from the rendition thereof ; and whereas said forty days has expired, and the said judgment has not been paid :

It is therefore considered that the said A. B. recover of the said C. D. and K. M., the sum of twenty dollars and thirty cents, with ten per cent. interest per annum, from the 5th day of July, 1853, until paid, and two dollars and seventy-five cents, the costs of the former action, and one dollar costs of this suit, this 16th day of September, A. D. 1853.

J. H., *Justice of the Peace.*

CHANGE OF VENUE.

Either party before the trial is commenced, may have a change of venue, upon filing an affidavit that the Justice is prejudiced against him; or that he is of near relation to the opposite party; or is a material witness for the affiant, or that affiant cannot obtain justice before said Justice of the Peace. In such cases, all the original papers, together with a transcript, must be transmitted to the next nearest Justice of the same township, if there be any, if not, the nearest Justice in the same county. In case of sickness, disability, or necessary absence of a Justice of the Peace, at the time fixed for the trial of a cause, any other Justice of the same township may, at his request, transact the business for him, without any transfer to another office.

AFFIDAVIT FOR CHANGE.

A— B—, }
C— v. D—. } Before J. H., Justice of the Peace.

On this day personally came C. D., who being duly sworn, upon his oath saith, that he verily believes J. H., the Justice before whom this cause is pending, is prejudiced against him, (or is of near relation, or whatevr cause may be alleged,) for which reason he prays that a change of venue may be granted him, and further saith not, this 18th day of September, 1853. C. D.

Subscribed and sworn to before me, this 18th day
of September, A. D. 1853.

J. H., *Justice of the Peace.*

APPEALS.

Any person aggrieved by the final judgment of a Justice of the Peace, may, within twenty days, appeal therefrom, by filing with the Justice a bond, with security, in a sum sufficient to secure the judgment and costs of the appeal. The bond and security must be approved by the Justice; and if filed ten days before the first day of the next term of the District Court, the Justice must make out and file with the Clerk of said Court, five days before the said first day of the term, a transcript of all the entries in his docket, with all the original papers relating to the suit.

—
BOND.

We, the undersigned, acknowledge ourselves indebted to A. B. in the sum of one hundred dollars, to be void upon the following conditions: Whereas C. D. has appealed from the judgment of J. H., a Justice of the Peace, in an action between A. B. plaintiff, and C. D. defendant:

Now if the said appellant pays whatever amount is legally adjudged against him in the further progress of this cause, then this recognizance to be void, and otherwise in force. This 4th day of August, A. D. 1853.

C. D.
E. F.

The above bond and security thereto, approved by me, this 4th day of August, A. D. 1853.

J. H., *Justice of the Peace.*

If an execution has been issued previous to the filing of the appeal bond, the Justice of the Peace

will give the appellant a certificate that an appeal has been allowed. This he will present to the officer in whose hands the execution is, and the officer will thereupon make return of the execution accordingly.

—
CERTIFICATE.

State of Iowa, } ss.
Mahaska county, } ss.

I, J. H., a Justice of the Peace for said county, certify that C. D. has appealed from a judgment rendered by me on the 1st day of August, A. D. 1853, wherein A. B. was plaintiff, and C. D. was defendant.

Witness my hand this 4th day of August A. D. 1853. J. H., *Justice of the Peace.*

—
CERTIFICATE TO TRANSCRIPT.

State of Iowa, } ss.
Dallas county, } ss.

I, J. H., a Justice of the Peace for said county, hereby certify, that the foregoing is a complete transcript of all the entries made in my docket, in the above entitled cause, as the same remains recorded therein.

Witness my hand this 24th day of November, A. D. 1853. J. H., *Justice of the Peace.*

—+—
REPLEVIN.

In actions to recover the possession of personal property, the petition must be under oath, and must describe the property, stating that it is wrongfully detained by the defendant; that the plaintiff is enti-

tled to the present possession thereof ; that it was not taken by any legal process, or if so taken, that it was exempt from such seizure. The value of the property and the cause of the detention must also be stated, to the best of the plaintiff's knowledge and belief. The plaintiff must also execute a bond to the defendant, with securities to be approved by the Justice, in a penalty not less than double the value of the property sought, conditioned that he will appear at the proper time and prosecute his suit to judgment, and return the property, if a return be awarded, and pay all costs and damages that may be adjudged against him.

Upon filing such bond, the Justice will issue a writ of replevin, directing the Constable to take the property therein described, and deliver the same to the plaintiff. To which writ he will also append a notice to the defendant, as in ordinary cases. But if the defendant is absent, so that he cannot be personally served with notice, on the return day of the writ, the Justice will continue the cause for at least sixty days, and make an order requiring any Constable to give sixty days' notice by posting up written or printed notices in three public places in the township where the action is pending, which notice shall have the same effect as personal service.

P E T I T I O N .

The petition of the undersigned, plaintiff, respectfully represents that E. F. wrongfully detains from him the following goods and chattels, to wit : One bay horse, three years old last spring, of the value of seventy dollars, and one two-horse plow, of the

value of ten dollars ; that the said plaintiff is entitled to the present possession thereof, and that said property was not taken from him by any legal process, (or if it was, the circumstances and cause of detention must be set out, to the best of the plaintiff's knowledge and belief.) He, therefore, asks that a writ of replevin may be issued, that he may be put in possession of the said property. This 23d day of November, A. D. 1853. A. B.

Subscribed and sworn to before me, this 24th day of November, A. D. 1853.

J. H., *Justice of the Peace.*

—

B O N D .

We, the undersigned, acknowledge ourselves indebted to E. F., in the sum of one hundred and fifty dollars, to be void, upon this condition : Whereas, A. B. has this day sued out of the office of J. H., a Justice of the Peace, of Webster county, State of Iowa, a writ of replevin against the said C. F., to obtain the possession of the following property, to wit : One bay horse, three years old last spring, and one two-horse plow, which he alleges said E. F. wrongfully detains from him :

Now if the said A. B. will appear at the return day of said writ and prosecute his suit to judgment, and return the property if a return be awarded, and pay all costs and damages that may be adjudged against him, then this bond to be void. A. B.

C. D.

The above bond and security thereto, approved by me, this 24th day of November, A. D. 1853.

J. H., *Justice of the Peace.*

W R I T.

State of Iowa, } ss.
Webster county, }

To any Constable of said County, GREETING :

In the name of the State of Iowa, you are hereby commanded to take and cause to be delivered to A. B., without delay, the following property, to wit: One bay horse, three years old last spring, and one two-horse plow, which he alleges is wrongfully detained from him, by E. F., the defendant herein. And of this writ make legal service and due return to me, on the 1st day of December, A. D. 1853, at 2 o'clock, P. M.

Witness my hand this 24th day of November, A. D. 1853. J. H., *Justice of the Peace.*

—
N O T I C E.

State of Iowa, } ss.
Van Buren County, }

To E—— F——, SIR: In the name of the State of Iowa, you are hereby notified that A. B. claims of you eighty dollars, as justly due him for the wrongful detention of the following property, to wit: One bay horse, three years old last spring, of the value of seventy dollars, and one two-horse plow, of the value of ten dollars, to the present possession of which he alleges he is entitled, and to obtain which he has this day sued out of my office a writ of replevin, returnable on the 1st day of December, A. D. 1853, at 2 o'clock, P. M., and that unless you appear before me, at my office, in Chestnut Township, County and State aforesaid, at the time last above named, and make defence to said

claim, judgment will be rendered against you for the whole amount, with interest and costs.

Witness my hand, this 24th day of November, A. D. 1853. J. H., *Justice of the Peace.*

DOCKET ENTRY.

A—B—, }
v. } Replevin.
E—F—. }

Be it remembered, that on this 24th day of November, A. D. 1853, the said A. B. filed herein his petition, under oath, alleging that the said E. F. wrongfully detains from him the following property to wit: One bay horse, three years old last spring, of the value of \$70,00, and one two-horse plow, of the value of \$10,00; also, a bond in the sum of \$150,00, with C. D., his security, which is approved by me; and thereupon a writ of replevin and original notice issued, returnable on the 1st day of December, A. D., 1853, at 2 o'clock, P. M. Also, a subpœna for M. Y., and O. P., as witnesses on the part of the plaintiff, all of which is delivered to Peter Snap, Constable. December 1st, 1853, come the plaintiff, and it appearing from the return of the Constable, that said defendant is absent so that personal service cannot be had, it is ordered that this cause be continued until the 5th day of February, A. D. 1854, at 10 o'clock, A. M., and that Peter Snap be and he is hereby required to give to said E. F., notice of the pendency of this suit, by posting written or printed notices in three public places in this township.

And now on this day come the plaintiff, but the defendant, though called, came not, and it appearing

from the testimony of Peter Snap, that defendant has had legal notice, by posting written notices, of the pendency of this action, in three public places in this township, and after the examination of the witnesses, and hearing the allegations of the plaintiff, and the premises being seen, it is considered that the said bay horse and two-horse plow were wrongfully detained by the defendant, and that the said A. B. recover of the said E. F. his reasonable costs, herein, taxed at six dollars and fifty-five cents, this 5th day of February, A. D. 1853.

J. H., *Justice of the Peace.*

—
JUSTICE'S FEES.

Commencing suit.....	50
Continuance	50
Judgment.....	1 00
	— \$2 00

CONSTABLE'S FEES.

Serving writ	50
Mileage—2 miles.....	10
Serving two witnesses	30
Mileage—6 miles.....	30
Giving notice to defendant.....	25
Mileage—2 miles	10
	— 1 55

WITNESS FEES.

M— Y—, two days.....	\$1 00
Mileage—8 miles.....	40
	— 1 40
O— P—, two days.....	\$1 00
Mileage—12 miles.....	60
	— 1 60

ORDER TO RESTORE THE PROPERTY.

A— B— }
 v. } On Execution and Replevin.
 C— D— }

To Peter Snap, Constable: Sir—You are hereby ordered to restore to E. F. (here describe the property,) taken by you on execution in the above cause, he being the owner, and the same having been on trial adjudged to him by me.

Witness my hand, this 1st day of October, A. D. 1853.

J. H., *Justice of the Peace.*

—†—

ATTACHMENTS.

A party may cause any property of a debtor, which is not exempt from execution, to be attached either at the commencement or during the progress of the cause. In all cases the proceedings relative to the attachment are to be deemed independent of the ordinary proceedings, and only auxiliary thereto. In no case will an attachment issue if the sum claimed be less than five dollars, and if more is claimed and less recovered, the plaintiff shall pay all costs so far as they relate to the attachment. The petition must be sworn to, and state that as affiant verily believes, the defendant is a foreign corporation, or acting as such; or that he is a non-resident of the State; or that he is in some manner about to dispose of or remove his property out of the State without leaving sufficient remaining for the payment of his debts; or that he has disposed of his property, in whole or in part, with intent to defraud

his creditors ; or that he has absconded so that the ordinary process cannot be served upon him ; or that he is about to abscond to the injury of his creditors ; or that he has property, goods, money or choses in action, not exempt from execution, which he refuses to give either in payment, or as security of said debt. In case the debt is not yet due, the petition must also state that the defendant is about to dispose of his property with intent to defraud his creditors ; or that he is about to remove from the State and refuses to make any arrangement for securing the payment of the debt when it falls due, and that said contemplated removal was not known to affiant at the time the debt was contracted.

The plaintiff is also required to file a bond with securities, to be approved by the Justice, for the use of the defendant, in a sum at least double the value of the property sought to be attached, and in no case less than fifty dollars, conditioned that the plaintiff will pay all damages which the defendant may sustain by reason of the wrongful suing out of the attachment.

P E T I T I O N .

The undersigned plaintiff represents, that C. D. is justly indebted to him in the sum of thirty-one dollars, on a note made by said C. D. on the 2d day of July, A. D. 1853, for \$31, payable to said plaintiff two months after date, (or on account, describing the claim,) that said defendant, as he verily believes, is a foreign corporation, (or whatever cause is alleged for the attachment, should be stated,) he therefore asks that a writ of attachment

may be issued against the goods, chattels, rights, credits, moneys and effects of the said C. D., and further saith not. This 5th day of September, A. D. 1853.

A. B.

Subscribed and sworn to before me, this 5th day of September, A. D. 1853.

J. H., *Justice of the Peace.*

B O N D.

We, the undersigned, acknowledge ourselves indebted to C. D., in the sum of one hundred dollars, to be void upon the following condition: Whereas, A. B. has this day sued out of the office of J. H., a Justice of the Peace of Louisa county, State of Iowa, a writ of attachment against the goods, chattels, rights, credits, moneys and effects of the said C. D.

Now, if the said A. B. will pay all damages which the said C. D. may sustain by reason of the wrongful suing out of said attachment, then this bond to be void, otherwise to be in full force. This 5th day of September, A. D. 1853.

A. B.

E. F.

The above bond and security thereto approved by me, this 5th day of September, A. D. 1853.

J. H., *Justice of the Peace.*

W R I T.

State of Iowa, } ss.
Muscatine County, } ss.

To any Constable of said township—GREETING:

In the name of the State of Iowa, you are hereby commanded to attach so much of the goods,

chattels, rights, credits, moneys and effects of C. D. (except such as the law exempts,) as shall be sufficient to satisfy the sum of thirty-one dollars, with interest and costs of suit, in whosesoever possession the same may be found in your county, and so provide that the property you may attach, may be subject to further proceedings thereon as the law requires. And also attach all such persons as garnishees herein as A. B., the plaintiff in this action, may direct. And of this writ, make legal service and due return to me at my office on the 12th day of September, A. D. 1853, at 10 o'clock, A. M.

Witness my hand, this 5th day of September, A. D. 1853. *J. H., Justice of the Peace.*

NOTICE.

State of Iowa, } ss.
Lucas County, } ss.

To C. D. : Sir—In the name of the State of Iowa, you are hereby notified that A. B. claims of you thirty-one dollars, as justly due him on a note made by you, July 2d, 1853, for that amount, payable to him two months after date, and that a writ of attachment has this day been issued out of my office by the said A. B. against your goods, chattels, rights, credits, moneys and effects, returnable on the 12th day of September, A. D. 1853, at 10 o'clock, A. M., and that unless you appear before me, a Justice of the Peace of Chariton township in said county, at the time last aforesaid, and make defence to said claim, judgment will be rendered against you for the whole amount, with interest and costs.

Witness my hand, this 5th day of September,
A. D. 1853. J. H., *Justice of the Peace.*

GARNISHEES.

Persons may be attached as garnishees, and their answers taken by the Constable, or they may be notified to appear before the justice on a day fixed. If the constable takes the answers, the law lays down certain questions to be propounded. If the garnishee appears before the Justice, he may also ask such other questions as he may think proper and right. And after all the questions and answers are written down, they should be signed by the garnishee, and attested by the justice.

FORM OF OATH.

You do solemnly swear that you will make true answers to all such questions as may be propounded to you, touching the matter of attachment and garnishment between A. B., plaintiff, and C. D., defendant, wherein you have been attached as garnishee. So help you God.

QUESTIONS TO BE ASKED.

Are you in any manner indebted to C. D., the defendant in this suit; or do you owe him money or property which is not yet due? If so, state the particulars.

(Here write the garnishee's answer.)

Have you in your possession or under your control any property, rights or credits of the said de-

fendant? If so, what is the value of the same, and state all the particulars.

(Here write the garnishee's answer.)

Do you know of any debts owing to the defendant, whether due or not, or any property, rights or credits belonging to him and now in the possession or under the control of others? If so, state the particulars.

(Here write the garnishee's answer.)

DOCKET ENTRY.

A— B— }
v. } Attachment.
C— D— }

Be it remembered, that on this 5th day of September, A. D. 1853, the said A. B. filed herein a note made by the said C. D., July 2d, 1853, for \$31, payable to the said A. B., two months after date. He also filed a bond in the sum of one hundred dollars, with E. F. his security, and a petition under oath, asking an attachment for said sum against the goods, chattels, rights, credits, moneys and effects of said C. D., and thereupon a writ of attachment and a notice was issued, returnable on the 12th inst., at ten o'clock, A. M., and was delivered to Peter Snap, Constable. And now on this day come the Constable and made return of said writ, that he had attached as the property of said C. D., the following property, to-wit: One red cow, with a line back, three years old past; and that at the request and by the directions of the said plaintiff, he had attached O. P. and G. H., as garnishees, and had notified said O. P. to appear before me on the 15th inst., at 10 o'clock, A. M. and had taken

the answers of the said G. H., which are appended to his return. He also made return of said notice, that he had served the same on the said C. D., on the 6th inst., by reading the same. And also came the parties, and after hearing the allegations, and the premises being seen and inspected,

It is considered that the said A. B. recover of the said C. D. the sum of thirty-one dollars, with interest thereon at the rate of six per cent. per annum from the 2d day of September, 1853, till paid, with costs of suit taxed, \$— cents. This 12th day of September, A. D. 1853.

J. H., *Justice of the Peace.*

—

DOCKET ENTRY.

A— B— }
v. } Garnishment.
O— P— }

Be it remembered, that on this day, come Peter Snap, Constable, and made return of a certain writ of attachment issued by me, wherein A. B. is plaintiff, and C. D. is defendant, setting forth in his return that by the direction of the said A. B. he had attached said O. P. as garnishee therein, and exhibiting attached to his said return, the answers of said O. P. under oath, from which it appears that he is indebted to said C. D. in the sum of twelve dollars and fifty cents :

It is, therefore, considered, that the said A. B. recover of the said O. P. the sum of twelve dollars and fifty cents, the amount of his said indebtedness to said C. D., and after paying the costs of this garnishment, the remainder be applied on the judg-

ment in the case of the said A. B. against C. D.
This 12th day of September, 1853.

J. H., *Justice of the Peace.*

—
JUSTICE'S FEES.

Entering judgment.....	\$1 00
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GARNISHEE'S FEES.

Answering under oath.....	50
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CONSTABLE'S FEES.

Serving notice	25
Taking and certifying answers.....	35
Mileage—6 miles.....	30
	— 90

A— B— }
v. } Garnishment.
G— H— }

Be it remembered, that on this 12th day of September, A. D. 1853, Peter Snap, Constable, made return to me, of a certain writ of attachment wherein A. B. is plaintiff and C. D. is defendant, and among other things stating that at the request and by the direction of the said A. B., he had attached G. H. as garnishee herein, and notified him to appear before me on the 15th inst., at 10 o'clock, A. M. And now on this day come the parties, and the said G. H. being duly sworn and having fully answered the questions propounded to him, it appears that he is indebted to the said C. D. in the sum of ten dollars :

It is, therefore, considered, that the said A. B. recover of the said G. H. the sum of ten dollars, the amount of his indebtedness to the said C. D., and that after paying the costs of this garnishment,

the remainder of this judgment to be applied on a judgment in an action of attachment before me, wherein the said A. B. is plaintiff and C. D. is defendant. This 15th day of September, A. D. 1853. *J. H., Justice of the Peace.*

—
JUSTICE'S FEES.

Taking and certifying answers	35
Entering judgment.....	1 00
	— 1 35

CONSTABLE'S FEES.

Serving garnishment.....	25
Mileage—8 miles.....	40
	— 65

GARNISHEE'S FEES.

Attending one day.....	50
Mileage—8 miles.....	40
	— 90

—†—

N E W T R I A L S.

New trials may be granted where there is newly discovered testimony material in the cause, or where improper testimony has been admitted to the jury, or proper testimony has been rejected, or for the misconduct of the jury, or where the verdict is contrary to the law or the evidence.—*Story's Plead.* p. 72, *h.*

By the Code, judgments of non-suit, and by default may be set aside by the Justice of the Peace at any time within six days after being rendered, if the party applying therefor can show a satisfactory excuse for his default. Whenever a Justice shall set aside a judgment, he shall fix a day for the trial, and give notice to the opposite party, or to his

agent. Such order shall be made in relation to costs created by such setting aside, as the Justice shall think equitable. And if, during the meantime, an execution shall have been issued, it shall be recalled in the same manner as in cases of appeals. Such applications are usually made under oath, and should be noted on the docket by the Justice, together with his order. The notice to be served upon the opposite party may be issued by the party applying for a new trial, or by the Justice, and must be served as original notices.

—
FORM OF APPLICATION.

A—B— }
 v. } Before J. H., *Justice of the Peace.*
 C—D— }

On this day personally came before me, the said C. D., who being duly sworn, makes oath and says that, at the time set for the trial of said cause, to-wit: On the 16th day of September, 1853, he was unable to attend and be present to make defence to the claim of said A. B., on account of the sickness of himself and family, (or whatever be the cause, state it,) he therefore asks that the judgment rendered against him at that time, in said cause be set aside, and a new trial granted, and further saith not, this 20th day of September, A. D. 1853.

C. D.

Subscribed and sworn to before me, this 20th day of September, A. D. 1853.

J. H., *Justice of the Peace.*

CONTINUANCES.

If, from any cause, the Justice of the Peace is unable to attend to the trial at the time fixed, or if a jury be demanded, he may continue the cause for a period not exceeding three days, nor shall he make more than two such adjournments. In case of the absence of witnesses, either party, at his own costs, may obtain a continuance not exceeding sixty days, if he satisfies the Justice that substantial justice will thereby be more nearly attained. Applications for continuances must be founded on the affidavit of the party, his agent or attorney, showing that due diligence has been used to obtain the attendance of said witness. The affidavit must also state the name and residence of the witness, and what particular facts he expects to prove by him, and that he knows of no other witness by whom such facts can be fully proved. If the opposite party will admit that the witness, if present, would swear to the facts thus stated, the cause shall not be continued. Either party applying for a continuance must, if required by the adverse party, consent that the testimony of any witnesses of the adverse party who may be in attendance, be taken to be used on the trial of the cause.

—
FORM OF APPLICATION.

A— B— }
v. } Before J. H., *Justice of the Peace.*
C— D— }

On this day personally came before me, the said C. D., who being duly sworn makes oath and swears

that he has used due diligence to procure the attendance of G. W. as a witness in this cause ; that said G. W. resides in Henry county, State of Iowa, about twenty miles distant from this place ; that he expects to prove by said witness that (here state the facts,) and that he knows of no other witness by whom such facts can be fully proved ; he therefore asks that this cause may be continued to enable him to procure the testimony of said G. W., and further saith not. This 27th day of November, A. D. 1853.

C. D.

Subscribed and sworn to before me, this 27th day of November, A. D. 1853.

J. H., *Justice of the Peace.*

—†—

FORCIBLE ENTRY OR DETENTION.

This proceeding is allowable before Justices of the Peace, where the defendant has by force, intimidation, fraud or stealth, entered upon the prior actual possession of another in regard to real property and detains the same ; or where a lessee holds over after the termination, or contrary to the terms of his lease ; or where the defendant continues in possession after a sale by foreclosure of a mortgage or on execution. Before suit can be brought in any except the first of the above classes, three days' notice to quit must be given to the defendant in writing. The petition asking a writ in this action must be in writing, and under oath. The time for pleading must be not less than two nor more than six days from the time the notice is served on the defendant. If the defendant is found guilty,

judgment shall be entered that he be removed, and that the plaintiff be put in possession of the premises. A warrant for that purpose shall be issued, to which shall be added a clause commanding the officer to levy the costs as in ordinary cases.

NOTICE TO DEFENDANT.

State of Iowa, } ss.
Appanoose County, } ss.

To A. B.: Sir—You are hereby notified to quit the possession of lot No. 4, in block No. 18, in the town of Centerville, county and State aforesaid, and on failure to do so within four days from this date, an action will be commenced against you for the possession thereof. This 5th day of July, A. D. 1853.

R. S.

PETITION.

The petition of the undersigned represents that, on the first day of July, A. D. 1852, he leased lot No. 4, in block No. 18, in the town of Centerville, county of Appanoose and State of Iowa, to one A. B. for the term of one year from that date; that the term of said lease expired on the 30th day of June last past; that said A. B. has refused, and still does refuse to quit said premises; that on the 5th day of July, inst., I gave to the said A. B. notice in writing to quit the possession of said premises, and that he still refuses so to do, contrary to the terms of his said lease; the undersigned, therefore asks that he may be put in possession thereof, and further saith not. This 10th day of July, A. D. 1853.

R. S.

Subscribed and sworn to before me, this 10th day of July, A. D. 1853.

J. H., *Justice of the Peace.*

—
N O T I C E .

State of Iowa, } ss.
Davis County, } ss.

To A. B. : Sir—In the name of the State of Iowa, you are hereby notified that R. S. has filed a complaint against you, claiming the possession of lot No. 8, in block No. 48, in the town of Bloomfield, county and State aforesaid, and that unless you appear at my office in Bloomfield township, in said county, on the 24th day of November, A. D. 1853, at 10 o'clock, A. M., judgment will be rendered against you for your removal from said premises, and also for costs.

Witness my hand, this 20th day of November, A. D. 1853. J. H., *Justice of the Peace.*

—
D O C K E T E N T R Y .

R— S— }
v. } Forcible Entry and Detention.
A— B— }

Be it remembered, that on this 20th day of July, 1853, came R. S. and filed herein his petition under oath, claiming the possession of lot No. 8, in block No. 48, in Bloomfield, Davis county, Iowa, which he alleges the said A. B. holds possession unlawfully, and thereupon a notice issued to said defendant, returnable on the 24th inst., at 10 o'clock, A. M. And now on this day come the parties, and

after hearing the allegations and proofs on both sides, and the premises being fully seen and inspected,

It is considered that the said R. S. recover of the said A. B., the possession of the said premises, and that the said plaintiff be put in possession thereof, and also recover of the said defendant the costs of this suit, taxed at \$—— cents. This 24th day of July, A. D. 1853.

J. H., *Justice of the Peace.*

—
W A R R A N T.

State of Iowa, } ss.
Jasper County, } ss.

To any Constable of said County, GREETING :

In the name of the State of Iowa, you are hereby commanded, that without unnecessary delay, you cause C. D. to be removed from lot No. 6, in block No. 17, in the town of Newton, in said county, and that you put A. B. in the peaceable possession thereof, which he is adjudged to be entitled to, in a judgment rendered by me on the 18th day of November, A. D. 1853, in a suit wherein the said A. B. was plaintiff, and C. D. defendant, and that you cause to be made of the goods and chattels of the said C. D., (except such as the law exempts), the sum of four dollars and ten cents, the costs of said suit, which the said A. B. recovered against him, and such other costs as may lawfully accrue herein; and of this writ make legal service and due return to me, within thirty days from this date.

Witness my hand, this 20th day of November, A. D. 1853. J. H., *Justice of the Peace.*

JURISDICTION IN CRIMINAL CASES.

It is provided by law that Justices of the Peace, in their respective counties, shall have jurisdiction of, and may hear, try and determine all public offences where the punishment imposed by law does not exceed two hundred dollars fine, or imprisonment in the county jail at more than six months ; or where the punishment is by both such fine and imprisonment. All criminal actions for the commission of a public offence, must be commenced before a Justice of the Peace by an information subscribed and sworn to, and filed with the Justice. The information must contain the name of the county ; the name of the Justice before whom it is filed, the names of the parties, and a statement of the acts constituting the offence, in ordinary and concise language, and the time and place of the commission of the offence, as near as may be. The Justice must file the information and mark the time thereon, and immediately issue his warrant directed either to any sheriff, constable or other peace officer, for the arrest of the defendant.

INFORMATION.

State of Iowa, } ss.
Desmoines county, }
 v.

Before J. H., Justice of the Peace.

The State of Iowa }
 v. } A. & B.
A____ B____ }

The defendant is accused of the crime of assault and battery. For that, on the 22d day of October,

A. D. 1853, the said defendant, at the county and State aforesaid, did strike, beat and bruise one C. D., then there being in the peace of said State. This 23d day of October, 1853. E. F.

Subscribed and sworn to before me, this 23d day of October, A. D. 1853.

J. H., *Justice of the Peace.*

—
W A R R A N T.

State of Iowa, } ss.
Fremont County, } ss.

To any Constable of said County—GREETING:

Information upon oath having this day been laid before me by E. F. that one A. B. did the 22d inst. commit an assault and battery upon the body of one C. D., therefore,

In the name of the State of Iowa, you are hereby commanded forthwith to arrest the said A. B. and bring him before me, at my office in Jackson township in said county.

Witness my hand, this 23d day of November, A. D. 1853. J. H., *Justice of the Peace.*

—
S U B P O E N A.

State of Iowa, } ss.
Warren County, } ss.

To any constable of said County—GREETING:

In the name of the State of Iowa, you are hereby commanded to summon T. S., N. O. and R. W. to appear before me, a Justice of the Peace of Washington township, in said county and State, forthwith, to give testimony concerning a complaint made on

behalf of the State of Iowa, against A. B., who is charged with an assault and battery upon the body of C. D. And of this writ make legal service and due return to me.

Witness my hand, this 30th day of November, A. D. 1853. J. H., *Justice of the Peace.*

—
VENIRE.

State of Iowa, } ss.
Page county, } ss.

To any Constable of said County—GREETING :

In the name of the State of Iowa, you are hereby commanded to summon (here insert the names of twelve juror,) to be and appear before me, a Justice of the Peace of Union township, in said county, forthwith, to make a jury for the trial of a cause between the State of Iowa and A. B., wherein the said A. B. is charged with the crime of Assault and battery. And of this writ make legal service and due return.

Witness my hand, this 1st day of December, A. D. 1853. J. H., *Justice of the Peace.*

—
OATH OF JURY.

You do swear that you will well and truly try the issue between the State of Iowa and A. B., the defendant, and a true verdict give according to the evidence. So help you God.

—
VERDICT.

We, the jury, find the defendant guilty, and assess his fine at ten dollars.

(All the jurors must sign it.)

DOCKET ENTRY.

The State of Iowa, }
v. } A. & B.
A____ B____. }

Be it remembered, that on this 1st day of December, A. D. 1853, E. F. filed herein a complaint against the said A. B., that he did on the 30th day of November, A. D. 1853, commit an assault and battery upon the body of C. D. Thereupon a warrant was issued for the arrest of the said A. B., and also a subpoena for T. S., N. O. and R. W., as witnesses on the part of the State, both of which were delivered to Peter Snapp, Constable. And now comes the said Constable with the said A. B. in his custody, who pleads not guilty to the charge, and demands a jury, whereupon a list is duly made according to law, and summoned, and the following jurors of the jury elected, tried and sworn: to-wit: (here insert the names of the jurors who are sworn,) who, after hearing the allegations and proofs of the parties, retire under the charge of a sworn officer to consult of the verdict, and return here to me the following, to-wit: "We, the jury, find the defendant guilty, and assess his fine at ten dollars."

It is, therefore, considered that the State of Iowa recover of the said A. B. the sum of ten dollars fine for the offence aforesaid, with interest thereon at the rate of six per cent. per annum from this date until paid, with costs of suit, taxed at \$____ cents, and it is ordered that the said A. B. be imprisoned until said fine and costs be paid, (or stay of execution entered, or whatever the order of the Justice may be.) This 1st day of December, A. D. 1853. J. H., *Justice of the Peace.*

OATH OF OFFICER TAKING JURY.

You do swear that you will keep the jury together in some private and convenient place, without meat or drink, unless otherwise ordered by me; that you will not permit any person to speak to them, nor speak to them yourself, unless it be to ask them whether they have agreed upon a verdict, and that you will bring them before me when they have so agreed. So help you God.

—
CERTIFICATE OF CONVICTION.

State of Iowa, } ss.
Madison County, } ss.

I, J. H., a Justice of the Peace of said county, certify that on the 1st day of December, A. D. 1853, A. B. was convicted before me of an assault and battery on the body of C. D., on the 30th day of November, 1853, and fined ten dollars, which amount the said A. B. has fully paid.

Witness my hand, this 2d day of December, A. D. 1853. J. H., *Justice of the Peace.*

—
AFFIDAVIT FOR APPEAL.

The State of Iowa } Before J. H., Justice of the
v. } Peace.
A—— B—— }

On this day personally came A. B., and being duly sworn, says that, as he verily believes, injustice has been done him in the trial of the above cause (here state the reasons, &c.,) and he therefore asks that an appeal to the District Court may be allowed him in this case. A. B.

Subscribed and sworn to before me, this 1st day of December, A. D. 1853.

J. H., *Justice of the Peace.*

—
RECOGNIZANCE.

We, A. B., L. M. and R. S. acknowledge ourselves indebted to the State of Iowa, in the penal sum of one hundred dollars, to be void upon this condition: Whereas, the said A. B. has appealed from the judgment of J. H., a Justice of the Peace of Delaware county, State of Iowa, in an action of the State of Iowa against the said A. B. for an assault and battery:

Now, if the said A. B. will appear on the first day of the next term of the District Court of said county, and will not depart without leave, and will abide the judgment of the District Court, and will prosecute his appeal without delay, then this recognizance to be void, otherwise in full force. This 1st day of December, 1853.

A. B.

L. M.

R. S.

The above recognizance and security thereto approved by me, this 1st day of December, A. D. 1853.

J. H., *Justice of the Peace.*

—
RECOGNIZANCE OF WITNESSES.

We, T. S., N. O. and R. W. acknowledge ourselves indebted to the State of Iowa, in the sum of one hundred dollars each, to be void upon this condition, to-wit:

Now, if the said T. S., N. O. and R. W. will

appear on the first day of the next term of the District Court of Scott county, and testify in a suit wherein the State of Iowa is plaintiff, and A. B. is defendant, then this recognizance to be void, otherwise in full force. This 1st day of December, A. D. 1853.

T. S.

N. O.

R. W.

The above recognizance approved by me, this 2d day of December, A. D. 1853.

J. H., *Justice of the Peace.*

—†—

MITTIMUS.

A mittimus is a precept, directed to the keeper of a prison, commanding him to receive and safely keep a person charged with an offence therein named, until he be discharged by due course of law.

FORM OF MITTIMUS.

State of Iowa, }
Cedar county, } ss.

To the keeper of the Jail of said county, GREETING:

Whereas, A. B. has been duly convicted of an assault and battery before me, and fined ten dollars and costs of prosecution, and ordered to be imprisoned until said fine and costs are paid; and, whereas, said fine and costs still remain unpaid.

These are, therefore, in the name of the State of Iowa, to command you to receive the said A. B. unto your custody in the proper jail of said county, there to remain until said fine and costs be paid, or he be otherwise discharged according to law.

Witness my hand, this 2d day of December, A. D. 1853. J. H., *Justice of the Peace.*

—†—

SEARCH WARRANT.

Search warrants can be issued only upon probable cause, supported by affidavit, naming or describing the person, and particularly describing the property and the place to be searched. Before issuing the warrant the Justice of the Peace must examine, on oath, the complainant and any witness he may produce, and take their depositions in writing and cause them to be subscribed by the parties making the same.

COMPLAINT.

State of Iowa, } ss.
Wayne County, }

On this day personally came before me, A. B., who being duly sworn, says that on the night of the 28th day of November, A. D. 1853, there was stolen from my possession the following goods, to-wit: One piece of black cloth, two and one-eighth yards in length, and one and one-half yards wide; one pair of striped cassimere pantaloons and two pair of calf-skin boots; and that he has good reason for believing that one C. D. has the same in his possession, and that they are secreted in or about the premises of the said C. D., who resides in the town of Waynesville, in said county, and further saith not. This 30th day of November, A. D. 1853.

3

A. B.

Subscribed and sworn to before me, this 30th day of November, A. D. 1853.

J. H., *Justice of the Peace.*

W A R R A N T.

State of Iowa, } ss.
Wayne County, } ss.

To any Constable of said County, GREETING :

Whereas, A. B. has made complaint to me, on oath, that on the night of the 28th inst., the following goods were stolen from him, to-wit: (here describe the goods,) and that he has reason to believe the same are in the possession of C. D. or about his premises in Waynesville, in said county:

These are, therefore, in the name of the State of Iowa, to command you that you forthwith search the said C. D. and enter his premises and house, and there make diligent search for said goods, and if they or any part thereof be found, you bring the same before me, and also forthwith bring the said C. D., that said goods may be disposed of, and said C. D. dealt with according to law. And of this writ make legal service and due return to me, at my office in Jackson township, in said county, within ten days from this date.

Witness my hand, this 30th day of November, A. D. 1853. J. H., *Justice of the Peace.*

FORM OF DISCHARGE.

State of Iowa, } ss.
Benton County, } ss.

To the Sheriff of said county—GREETING :

In the name of the State of Iowa, you are hereby

commanded to discharge A. B., who is detained on a charge of (here insert the charge,) he having given sufficient bail to answer the same.

Witness my hand, this 2d day of December, A. D. 1853. J. H., *Justice of the Peace.*

RECOGNIZANCE TO KEEP THE PEACE.

We, A. B. and C. D. acknowledge ourselves indebted to the State of Iowa, in the sum of one hundred dollars, to be void upon this condition: Whereas, there is just reason, as it appears, that the said A. B. will commit an offence against the person and property of E. F.

Now, if the said A. B. will abide the order of the next District Court for Decatur county, State of Iowa, and in the meantime keep the peace toward the people of this State, and particularly toward E. F., the complainant and his property, then this recognition to be void, otherwise in full force. This 30th day of November, A. D. 1853. A. B.

C. D.

The above recognition approved by me, this 30th day of November, A. D. 1853.

J. H., *Justice of the Peace.*

MISCELLANEOUS.

Justices of the Peace have power to take acknowledgments and proofs of deeds, and other instruments of writing, and to administer oaths and affirmations generally. They may also solemnize marriages in their respective counties. And lost goods, water crafts and estrays are to be posted before them, &c., &c.

FORM OF ACKNOWLEDGMENT.

State of Iowa, } ss.
Linn County, } ss.

I, J. H., a Justice of the Peace of said county, hereby certify that on this day personally came before me, A. B. and C. D., wife of the said A. B., personally known to me to be the identical persons who signed the foregoing deed as grantors, and acknowledged the execution thereof to be their voluntary act and deed. And the said C. D., on a separate examination, acknowledged that she signed said deed freely and voluntarily, without compulsion of her husband, and relinquished her dower therein.

Witness, my hand, this 3d day of December, A. D. 1853. J. H., *Justice of the Peace.*

—†—

N E G R O E S .

The laws of Iowa make it the duty of Justices of the Peace to notify all free negroes, who may come into this State, to leave the same within three days after notice, under penalty of two dollars for each day they may remain.

—
N O T I C E .

State of Iowa, } ss.
Monroe County, } ss.

To (here insert the name of the negro, and, if unknown, describe him,) *Sir* : In the name of the State of Iowa, you are hereby notified to leave this State within three days from this date, and upon your failure so to do, you will be arrested and dealt with according to the law of said State.

Witness my hand, this 3d day of December, A. D. 1853. J. H., *Justice of the Peace.*

—†—

E S T R A Y S.

Different proceedings are had upon taking up different kinds of stock, which are going estray, and upon finding lost goods, &c. But in all cases, the duties of a Justice of the Peace are nearly the same.

O A T H O F T A K E R U P.

State of Iowa, } ss.
Wahkaw County, }

On this day personally came before me, A. B., who being duly sworn upon his oath, says that, on the 1st day of December, 1853, he took up as an estray, at his plantation in said county, one bay horse, which he supposes to be five years old last spring; that the marks and brands of said horse have not been altered by him, or any other person, to his knowledge, either before or since the same was taken up, and further saith not. This 3d day of December, A. D. 1853. A. B.

Subscribed and sworn to before me, this 3d day of December, A. D. 1853.

J. H., *Justice of the Peace.*

W A R R A N T.

State of Iowa, } ss.
Adams County, }

To any Constable of said county—GREETING :

In the name of the State of Iowa, you are hereby

commanded to summon three disinterested house-holders of this neighborhood, to appear before me, a Justice of the Peace of said county, *instanter*, (or at a time fixed, as the case may be,) to appraise an estray taken up by A. B. on the 1st inst. And of this writ make legal service and due return.

Witness my hand, this 3d day of December, A. D. 1853. J. H., *Justice of the Peace.*

—
O A T H O F A P P R A I S E R S.

You do solemnly swear that you will appraise the estray horse taken up by A. B. on the 1st instant, without partiality, favor or affection. So help you God.

—
R E P O R T.

State of Iowa, } ss.
Harrison County, } ss.

To J. H., *Justice of the Peace of said county:*

We, the undersigned appraisers, sworn to appraise an estray taken up by A. B. on the 1st day of December, A. D. 1853, have examined the same, and find it to be a bay horse, five years old last spring; right fore foot white, collar marks on the left shoulder, and a saddle mark on the right side on the back, and do appraise the said horse to be worth sixty-five dollars.

Witness our hands and seals, this 3d day of December, A. D. 1853. C. D. (seal.)

E. F. (seal.)

JUSTICE'S ENTRY.

Taken up by A. B., living in Grove township, Davis county, Iowa, on the 1st day of December, A. D. 1853, one bay horse, five years old last spring, right fore foot white, collar marks on the left shoulder, and saddle marks on the right side of the back, which said horse has this day been posted before me by the said A. B., and appraised to be worth sixty-five dollars by C. D. and E. F.

Witness my hand, this 3d day of December, A. D. 1853. J. H., *Justice of the Peace.*

CERTIFICATE.

State of Iowa, } ss.
Clarke County, }

I, J. H., a Justice of the Peace of said county, certify the above to be a true and complete transcript of the entry made in my estray book, of the posting of said estray.

Witness my hand and seal, this 10th day of December, A. D. 1853.

J. H., *Justice of the Peace.* (seal.)

DEPOSITIONS.

Justices of the Peace are authorized to take depositions, which must be done by causing the interrogatories to be written out, and the answers to be inserted immediately underneath the respective questions. When completed, they must be signed by the deponent and sworn to, and, together with the commission and interrogatories, must be sealed up and returned to the proper officer.

C A P T I O N .

Deposition of A. B., of Clay county, State of Iowa, taken on the 5th day of December, A. D. 1853, between the hours of 10 o'clock, A. M. and 4 o'clock, P. M., at the office of J. H., a Justice of the Peace of said county, pursuant to the attached notice, commission and interrogatories, to be read in evidence in a cause pending in the District Court of Linn county, Iowa, (or if before a Justice of the Peace, name him,) wherein C. D. is the plaintiff and E. F. is the defendant. The said A. B. being duly sworn, doth depose and say: (Here insert the questions and answers.)

A. B.

—
C E R T I F I C A T E .

State of Iowa, } ss.
Madison county, } ss.

I, J. H., a Justice of the Peace for said county, certify that the above deposition of A. B. was subscribed and sworn to by him, before me, at the time and place therein named.

Witness my hand, this 5th day of December, A. D. 1853. J. H., *Justice of the Peace.*

—†—

M A R R I A G E S .

The laws declare marriage to be a civil contract, requiring the consent of parties capable of entering into other contracts; but persons who have not arrived at majority, may be united in marriage by obtaining the consent of parents or guardians. No marriage can be solemnized until a license for that purpose shall be issued by the County Judge of the

proper county. Justices of the Peace may solemnize marriages, and upon request, shall give each of the parties a certificate thereof. He shall also, within ninety days after the ceremony, make return of the marriage to the County Court, under penalty of fifty dollars.

MARRIAGE CEREMONY.

We are assembled here for the purpose of seeing A. B. and C. D. united in matrimony; if any of you know any cause why they should not be thus united, you will now declare it.

Do you, sir, take this woman to be your wedded wife, to live together, according to God's ordinance, in the holy bands of matrimony, so long as you both live. (Let him answer.)

Do you, Miss, take this man to be your wedded husband, to live together, according to God's ordinance, in the holy bands of matrimony, so long as you both live. (Let her answer.)

I pronounce you man and wife.

CERTIFICATE TO PARTIES.

State of Iowa, } ss.
Dubuque County, }

I, J. H., a Justice of the Peace, certify, that on this day Mr. A. B. and Miss C. D., of said county, were united in the holy bands of matrimony by me, at the city of Dubuque.

Witness my hand, this 24th day of December, A. D. 1853. J. H., *Justice of the Peace.*

RETURN TO JUDGE.

State of Iowa, } ss.
Davis County, }

I, J. H., a Justice of the Peace of said county, certify that I did, on the 23d day of October, A. D., 1853, at the house of O. P., in said county, join in matrimony, Mr. A. B., of Wapello county, Iowa, aged twenty-two years, and Miss C. D., of this county, aged eighteen years.

Witness my hand, this 10th day of November, A. D. 1853. J. H., *Justice of the Peace.*

—
RELEASE FROM A PARTY TO WITNESS.

A——— B——— }
v. } Before Justice J. H.
C——— D——— }

For value received, I hereby release E. F., a witness offered by me on the trial of this cause, of any claim or demand which I may now or hereafter have against him by reason of the determination of this suit, or any matter either directly or indirectly brought or to be brought in question in the same suit, either for or against me. And I do further release him from all demands connected with or depending upon the subject matter of this suit, or any part thereof, which I now or may hereafter have against him.

Witness my hand, this 3d day of November, A. D. 1853. A. B.

Attest: J. H., *Justice of the Peace.*

FROM A WITNESS TO A PARTY.

A——— B——— }
v. } Before Justice J. H.
C——— D——— }

For value received, I do hereby release A. B., plaintiff in the above cause, of and from any claim or demand which I now or may hereafter have against him, by reason of the determination of this suit, or any matter either directly or indirectly brought or to be brought in question in the same suit, either for or against him. And I do farther release him from all demands connected with or depending upon the subject matter of this suit or any part thereof, which I now or may hereafter have against him.

Witness my hand, this 18th day of July, A. D.
1853. E. F.

Attest: J. H., *Justice of the Peace.*

PART II.

C O N S T A B L E S .

THE Revised Code provides that Constables shall be elected at the April election, and shall hold their office for the term of one year. The election must be conducted and the return made the same as that of Justices of the Peace, and they must give bond and take the oath of office within thirty days from the time of their election ; which bond and oath are the same as prescribed for other officers.

Constables are ministerial officers of Justices of the Peace, and shall attend upon the District Court when notified so to do by the sheriff. They shall serve all warrants, notices, and other process, lawfully directed to them by the township clerk, trustees, or any court ; and shall perform such other duties as are or may be required of them by law.

N O T I C E .

The original notice is to be served on a party by reading the same to him, and giving him a copy, if demanded. If not found, he may be served by a copy left at his usual place of residence with some member of the family, more than fourteen years of age.

RETURN OF NOTICE.

I served the within notice on the said A. B., by reading the same to him, and delivering him a copy thereof, on the 6th day of December, A. D. 1853.

PETER SNAP, *Constable.*

—
RETURN OF NOTICE.

The within named A. B. is not found, and this notice served by leaving a copy thereof at his usual place of residence, with a member of his family, more than fourteen years of age, on the 6th day of December, A. D. 1853.

PETER SNAP, *Constable.*

—
RETURN OF SUBPOENA.

I served the within subpoena on the said E. F. and G. H. on the 6th day of December, A. D. 1853, by reading the same to them, and the said G. H. demanded his fees which I did not pay. The said N. O. is not found, and this subpoena served on him on the same day by leaving a copy thereof at his usual place of residence, with a member of his family, more than fourteen years of age.

PETER SNAP, *Constable.*

—
RETURN OF VENIRE.

As within commanded, I have summoned (here name the jurors) who have the qualification of jurors, this 6th day of December, A. D. 1853.

PETER SNAP, *Constable.*

RETURN OF ATTACHMENT.

Served this writ by giving the within defendant notice thereof, and by attaching one red cow, and four yearling calves. I also attached A. B. and C. D. as garnishees herein, and at the request and by the directions of the plaintiff, I have taken the answers of the said A. B., which are appended to this return. I notified the said C. D. to appear before J. H., a Justice of the Peace of Decatur county, Iowa, on the 10th inst., at 10 o'clock, A. M., then and there to answer such interrogatories as should be lawfully propounded to him, this 6th day of December, A. D. 1853. PETER SNAP, *Constable.*

—†—

DELIVERY BOND.

In cases of attachment, the defendant may, at any time before judgment, discharge the property taken by the constable, by giving bond with security, in double the value of the property sought to be released—the bond and security to be approved by the Constable.

FORM OF BOND.

We, the undersigned, acknowledge ourselves indebted to Peter Snap, in the sum of one hundred dollars, to be void upon this condition; Whereas, the said Peter Snap, has this day attached, by virtue of a writ of attachment, issued by J. H., a Justice of the Peace of Marion township, Davis county, Iowa, wherein A. B. is plaintiff and C. D. is defendant, the following property, to-wit: One sorrel horse of the value of fifty dollars.

Now, if the said C. D. will deliver said horse or the estimated value thereof to the said Peter Snap, to satisfy any judgment the said A. B. may recover of him in said action, within twenty days after the rendition of said judgment, then this bond to be void, otherwise in full force. This 3d day of October, A. D. 1853.

A. B.
E. F.

The above bond and security thereto, approved by me, this 3d day of October, A. D. 1853.

PETER SNAP, *Constable.*

—
NOTICE TO GARNISHEE.

State of Iowa, } ss.
Buchanan County, } ss.

To C. D.: *Sir*—In the name of the State of Iowa, you are hereby notified that you are attached as garnishee in a cause wherin A. B. is plaintiff, and E. F. is defendant, and you are required not to pay any debt due by you to the said defendant, or hereafter to become due, and that you must retain possession of all property of the said E. F. now or hereafter being in your custody or under your control, in order that the same may be dealt with according to law.

You are also further notified to be and appear before J. H., a Justice of the Peace of Washington township, in said county, on the 15th day of December, A. D. 1853, at 10 o'clock, A. M., to be sworn as such garnishee.

Given under my hand, this 6th day of December, A. D. 1853. PETER SNAP, *Constable.*

OATH AND ANSWER.

If the Constable is directed by the plaintiff to take the answers of the garnishee, he will find the form of the oath, and the questions in the first section, part first of this book, under Justice's duties.

—
RETURN OF REPLEVIN.

As commanded by the within writ, I have taken the within named property and delivered the same to A. B., the plaintiff in this suit, this 6th day of December, A. D. 1853.

PETER SNAP, *Constable.*

—
RETURN OF WRIT OF RESTITUTION.

I have served this writ by putting the within named A. B. in possession of the said premises, and have received of the said C. D. six dollars and eighty cents, the full amount of the costs in this case, which is herewith returned. This 7th day of December, A. D. 1853. PETER SNAP, *Constable.*

—
RETURN OF EXECUTION.

This writ come to my hands, July 5th, A. D. 1853, and I served the same on the same day by reading it to the said E. F. I further proceeded to execute said writ on the 10th day of the same month, by levying on one two-horse wagon, and one two year old colt, as the property of the said E. F., and forthwith advertised the same for sale on the 25th day of July, 1853, as the law directs. And on the day last aforesaid I proceeded to sell the

same at public out-cry, and sold said wagon to M. L. for the sum of thirty dollars and fifteen cents, that being the highest bid, and he being the best bidder, and I sold said colt to R. W. for the sum of twenty-eight dollars and twenty cents, that being the highest bid, and he being the best bidder ; which said sum of \$58 35 I herewith return. This 26th day of July, A. D. 1853.

PETER SNAP, *Constable.*

In making returns of any papers or orders of Courts delivered to them, either in civil or criminal proceedings, Constables will be careful always to note the facts in the case.

RETURN OF WARRANT.

I have served this warrant by arresting the said A. B., and have him now here in Court, this 20th day of November, A. D. 1853.

PETER SNAP, *Constable.*

RETURN OF SUBPOENA.

I have served this subpoena, by showing the same to the said C. D., and by delivering him a copy thereof, this 13th day of December, A. D. 1853.

PETER SNAP, *Constable.*

RETURN OF VENIRE.

As within commanded, I have summoned the within named jurors, by reading this venire within their hearing, this 10th day of December, A. D. 1853.

PETER SNAP, *Constable.*

RETURN OF MITTIMUS.

By virtue of a writ of Mittimus issued by you on the 2d day of December, A. D. 1853, I did, on the 4th day of the same month, deliver A. B. in the custody of the jailor of Cedar county, State of Iowa. This 6th day of December, A. D. 1853.

PETER SNAP, *Constable.*

RETURN OF SEARCH WARRANT.

As commanded by the within writ, I proceeded to search the person and premises of the said C. D., on the 12th day of December, A. D. 1853, and here-with return an inventory of the property then and there found by me. I have further executed this writ by arresting the said C. D., and have him now here. This 12th day of December, A. D. 1853.

PETER SNAP, *Constable.*

INVENTORY

Of property taken by me at the premises of C. D., upon a search warrant issued by J. H., a Justice of the Peace, of Village Township, Van Buren County, Iowa, on the 1st day of November, A. D. 1853, to wit:

3 yards black cassimere,
40 yards sheeting, and
2 plush caps.

This 3d day of November, A. D. 1853.

PETER SNAP, *Constable.*

AFFIDAVIT.

I, Peter Snap, the officer by whom the annexed

warrant was executed, do solemnly swear that the above inventory contains a true and detailed account of all the property taken by me on said warrant.

PETER SNAP, *Constable.*

Subscribed and sworn to before me, this 3d day of November, A. D. 1853.

J. H., *Justice of the Peace.*

—
RECEIPT.

Received, November the 3d, 1853, of C. D., the following property, to wit :

3 yards black cassimere,

40 yards sheeting, and

2 plush caps, all of which were taken by me on a search warrant, issued by J. H., Justice of the Peace of Davis county, Iowa, on the 1st day of November, A. D. 1853.

PETER SNAP, *Constable.*

—
BOND OF INDEMNITY.

We, A. B. and C. D., acknowledge ourselves indebted to Peter Snap, in the sum of five hundred dollars, to be void upon the following conditions, to wit: Whereas the said Peter Snap, as Constable of Wyaeonda township, Davis county, Iowa, by virtue of an execution in his hands, issued by J. H., a Justice of the Peace, of said township, on the 1st day of December, A. D. 1853, in favor of said A. B., and against E. F., has levied upon the following property, to wit: (Here describe the property,) which said property, the said E. F. claims as exempted from execution, (or if the pro-

perty is claimed by any other person, state the facts;) And, whereas, the said A. B. has requested the said Peter Snap to proceed to sell said property, which said Peter Snap has agreed to do, upon being indemnified :

Now if the said A. B. shall save harmless and keep indemnified the said Peter Snap, from all losses, costs, attorney and counsel fees, damages and expenses which he may sustain, pay or be put to, for levying upon and selling said property, or paying said A. B. the money arising from said sale, or for any other act or matter relating thereto, then this bond to be void, otherwise to be in full force and virtue in law. Witness our hands, this 5th day of December, A. D. 1853.

A. B.
C. D.

CONSTABLE SALE.

By virtue of an execution to me directed by J. H., a Justice of the Peace of Green Bay township, Lee county, Iowa, I will expose to sale, at public outcry, at the house of E. F., in said township, on the 25th day of July, 1853, between the hours of 9 o'clock, A. M. and 4 o'clock P. M., for cash in hand, the following property to wit: One two-horse wagon, and one two year old colt, taken as the property of said E. F., to satisfy said execution, which is in favor of A. B.

July 10th, 1853.

PETER SNAP, *Constable.*

PART III.

CONVEYANCES, &c.

DEEDS of conveyance are instruments by which real property is transferred from one party to another. No deed is of any validity against subsequent purchasers, for a valuable consideration, without notice, unless recorded in the office of the Recorder of Deeds of the county wherein the land is situated. No deed can be lawfully recorded, unless it has been previously acknowledged or proved.

The form of acknowledgment of deeds and other instruments will be found among the forms of Justice's of the Peace, Part first, Section third of this book.

DEED WITH WARRANTY.

For the consideration of the sum of two hundred dollars, we, A. B. and C. D., of the county of Warren and State of Iowa, hereby sell and convey to E. F., of the county of Madison, and State aforesaid, the following tract of land, to wit: The east half of the south-west quarter of section number thirty-one (31) in township number seventy (70) north, of range number fourteen (14) west, in the county of Davis and State aforesaid, contain-

ing eighty (80) acres, and we warrant the title against all persons whomsoever.

Witness our hands, this 19th day of December, A. D. 1853.

A. B.
C. D.

—
QUIT CLAIM DEED.

For the consideration of fifty dollars, we A. B. and C. D., of the county of Linn, and State of Iowa, hereby quit claim to E. F., of said county and State, all our interest in and to the following tract of land, to wit: (Here describe the land.)

Witness our hands, this 1st day of July, A. D. 1853.

A. B.
C. D.

—
MORTGAGE.

The same as a deed with warranty, adding the conditions: To be void upon condition that the said A. B. pays to said E. F. the sum of two hundred dollars, with interest thereon from this date until paid, at the rate of ten per cent. per annum, for which said sum the said A. B. has executed his note payable to E. F., twelve months after date, and bearing even date herewith, with interest as above named, &c.

—
DEED OF TRUST.

For the consideration of one hundred dollars, I A. B., of the county of Davis, and State of Iowa, hereby convey to said C. D., the following tract of land, to wit: Lot No. one, (1), in block No. for-

ty-nine, (49), in the town of Bloomfield, county and State aforesaid, and I warrant the title against all persons whomsoever: For the purpose of securing to the said C. D. the payment of the following described note, to wit: One note bearing even date herewith, made by the said A. B., payable to the said C. D., twelve months after date, for the sum of seventy-five dollars, with interest from date at the rate of ten per cent. per annum. And if the said sum so secured to the said C. D. is not paid him by the time the same becomes due, I hereby authorize the said C. D. to sell the said tract of land hereby conveyed, after giving four weeks' notice of the time and place of sale, by posting written notices in four public places in said county, to execute a deed to the purchaser, to pay off the amount herein secured, with interest and costs, and to hold the remainder, if any, subject to my order.

Witness my hand, this 17th day of December, A. D. 1853.

A. B.

CHATTEL MORTGAGE.

The Law provides that no mortgage of personal property, where the mortgagor retains actual possession thereof, is valid against existing creditors, or subsequent purchasers, without notice, unless a written instrument conveying the same, is executed, acknowledged like conveyances of real estate, and filed and recorded in the office of the Recorder of Deeds of the county where the holder of the property resides.

MORTGAGE.

The same as a mortgage of real estate property, adding, if the mortgagor retains of the property, and it is agreed between the said parties that until default be made in the payment of the said sum and interest, it shall be lawful for the said A. B. to retain in his possession, and have control of the property hereby mortgaged, without the hindrance of the said C. D.

Witness my hand, this 19th day of December, A. D. 1853.

A. B.

—†—

LEASES.

Leases for the creation or transfer of any interest in lands, when for any term exceeding one year, should be reduced to writing, acknowledged and recorded as deeds of conveyance are.

FORM OF LEASE.

This agreement witnesseth, that A. B., in consideration of the covenants of C. D., herein mentioned, doth hereby demise, grant and let to said C. D. from this day until the 20th day of March, A. D. 1856, the following premises, to-wit: The west half of the north-west quarter of section twenty, in township _____ north, of range fifteen west; and the said C. D., in consideration thereof, agrees to pay to said A. B. the following rent, to-wit: (Here state the agreement between the parties as to payments, &c., particularly.) And the said C. D. also agrees to keep said premises in as good repair as they now are in, necessary wear, natural de-

case and unavoidable accidents excepted; and quietly yield the possession thereof to the said A. B. at the expiration of said term.

Witness our hands, this 20th day of December,
A. D. 1853.

A. B.
C. D.

—†—

POWER OF ATTORNEY.

Powers of attorney for any purpose whatever, should be signed and acknowledged, and those to sell or lease lands, must be executed, acknowledged and recorded as deeds are.

POWER TO SELL LAND.

Know all men by these presents, that we, A. B. and C. D., wife of the said A. B., of the county of Johnson, and State of Iowa, hereby constitute and appoint E. F., of Mahaska county, and State aforesaid, our attorney, for us, and in our name to sell and convey in fee simple by deed with warranty, for such price, upon such terms, and to such person as he shall think fit, the whole of the following premises, situate in the town of Oskaloosa, county and State last aforesaid, to-wit: (Here describe the land,) hereby confirming all such bargains, agreements and deeds, as shall be made and acknowledged in the premises by our said attorney, the same as if we were personally present and did the same.

Witness our hands, this 12th day of November,
A. D. 1853.

4

A. B.
C. D.

POWER TO COLLECT DEBTS.

Know all men by these presents, that I, A. B., of the county of Polk and State of Iowa, hereby appoint E. F., of the county of Lee and State aforesaid, my attorney, for me, in my name and for my use, to collect by suit or otherwise, and upon payment to him to receipt for all debts due or owing to me, and especially, (here may be stated any particular debt to be collected.) And whatsoever my said attorney shall lawfully do in the premises, I hereby confirm the same as if I were personally present and did the same.

Witness my hand, this 20th day of November, A. D. 1853.

A. B.

POWER TO LOCATE LAND WARRANT.

Know all men by these presents, that I, A. B., of Clark county, State of Iowa, do hereby nominate and appoint C. D., of Lucas county, in said State, my true and lawful attorney, for me and in my name, to locate Military Bounty Land Warrant No. —, issued in favor of E. F., under act of February 11, 1847, for 160 acres, with power of substitution, hereby ratifying and confirming all that my said attorney may do by virtue hereof.

Witness my hand and seal, this 22d day of December, A. D. 1853.

A. B. (seal.)

Attest: N. O.

J. H.

State of Iowa, } ss.
Clark County, }

On this 22d day of December 1853, personally appeared A. B. and acknowledged the signing of the

above power of attorney to be his free act and deed, and I certify that I well know the said A. B., and that he is the identical person described in the above power, and who executed the same.

Witness my hand and —— seal, the day and year aforesaid.

—+—

REVOCATION OF POWER.

No instrument containing a power to convey or in any manner affect real estate, when properly acknowledged and recorded, can be revoked, unless an instrument containing such revocation be executed, acknowledged and recorded in like manner as a deed of conveyance.

LETTER OF REVOCATION.

To whom it may concern: Whereas, we, A. B. and C. D., of the county of Johnson and State of Iowa, did, on the 12th day of November, A. D. 1853, by a certain letter of attorney, empower E. F., of the county of Mahaska, in said State, to be our attorney, and for us to sell and convey by deed, in fee simple, the following premises, to-wit: (Here describe the lands.)

Now, know ye, that we, the said A. B. and C. D., for divers reasons and considerations, have revoked and made void, and hereby, to all intents and purposes, make null and void the said letter of attorney.

Witness our hands, this 20th day of December, A. D. 1853.

A. B.
C. D.

BONDS.

All bonds not otherwise especially directed by law, must be made to the person intended to be secured thereby, and in a sum to be agreed on between the parties. Bonds are not required to be entered of record.

BOND FOR DEED.

I, A. B. acknowledge myself indebted to C. D. in the sum of one hundred dollars, to be void upon the following condition, to-wit: Whereas, the said A. B. has this day sold to the said C. D. the following real estate, to-wit: (Here describe the lands,) for the sum of fifty dollars, of which said sum the said C. D. has paid twenty-five dollars, and executed his note to said A. B. for twenty-five dollars, payable twelve months after date, with interest thereon at the rate of ten per cent. per annum.

Now, if the said A. B. will make and deliver to the said C. D., or assigns, a good and sufficient deed for said premises, upon the payment of said note and interest at the time the same becomes due, then this bond to be void.

Witness my hand, this 15th day of August, A. D. 1853.

A. B.

PRE-EMPTION.

I, A. B., of Decatur county, State of Iowa, being the head of a family and above the age of twenty-one years, have, since the first day of June, A. D. 1840, to-wit: On the 20th day of September,

A. D. 1853, settled and improved the (here describe the lands,) in the district of lands subject to sale at the land office at Chariton, Iowa, and containing _____ acres, which land has been made subject to private entry since the passage of the act of 4th of September, 1841; and prior to my settlement thereon; and I do hereby declare my intention to claim the said tract of land as a preëmption right, under the act of Congress of 4th September, A. D. 1841.

Given under my hand, this 31st day of December, A. D. 1853. A. B.

Witness: C. D.
E. F.

—†—

W I L L S .

A devise of lands and tenements is, by the common law, termed a will; and where it concerns chattels only, it is called a testament; but at this day, this distinction is not much regarded. A will, in common acceptation, is an expression of a man's desire or intent in relation to the disposal of his property after his death. Where a person, in his last illness, declares his intention to have his property, after his death, disposed of in a certain way, and such declaration is not reduced to writing in his lifetime, it is called a *nuncupative* will, and is available to a certain extent, when proven agreeably to the provisions of the statute.

By the code of Iowa, males under the age of twenty-one, and females under the age of eighteen years, cannot make a will. A *nuncupative* will, when witnessed by two competent witnesses, is suffi-

cient when the property bequeathed is personal, and does not exceed in value three hundred dollars. All other wills must be in writing, witnessed by two competent witnesses, and signed by the testator. It is better that the witnesses sign the will in the presence of the testator, and in presence of each other.

FORM OF WILL..

I, A. B., of Story county, State of Iowa, do make and publish this my last will and testament, hereby revoking and making void all former wills, by me at any time heretofore made.

1. I direct that after death my body be decently interred, and that my funeral be conducted in a manner corresponding with my estate and situation in life, and as may be desired by my friends.

2. I direct that all my just debts and funeral expenses be paid out of the first moneys that shall come into the hands of my executors, from any portion of my estate.

3. I direct that my beloved wife, C. B., have and hold one-third part of all my personal estate, during her life time, and that she have and hold all my real estate, to wit : (Here describe the land)

4. At the death of my said wife, I direct that the said real estate, and all personal property which may remain unconsumed and unexpended, be equally divided between my three children, A. B., E. B., and P. B. If, however, either of said children should die, leaving no children, before the decease of my said wife, the property hereby devised to such deceased child or children, is hereby bequeathed to those that may still survive.

5. I hereby appoint M. R. executor of this my last will and testament, hereby authorizing and empowering him to compromise, adjust, release and discharge, in such manner as he may deem proper, the debts and claims due me.

6. I hereby appoint my beloved wife C. B., guardian of my said children during their minority.

In testimony whereof, I hereto set my hand, this 3d day of December, A. D. 1853. A. B.

Signed and declared by the said A. B., in our presence, and signed by us as witnesses in his presence, and in the presence of each other, this 3d day of December, A. D. 1853. C. D.
E. F.

SHORT WILL.

I, A. B. of the county of Webster, and State of Iowa, do hereby make and publish this my last will and testament, hereby revoking all former wills, by me, at any time heretofore made.

1. I direct that after death my body may be decently interred, and in such style as my beloved wife may desire.

2. I direct that all my just debts and funeral expenses be paid as soon as convenient after my decease.

3. I direct that the remainder of my estate, both real and personal, after paying my debts, be divided between my beloved wife, B. B., and sons J. B. and N. B., as the law directs.

4. I hereby appoint my son J. B., executor of this my last will and testament.

5. I hereby appoint my beloved wife, B. B., guardian of my son N. B., during his minority.

In testimony whereof, I have hereto set my hand,
this 3d day of December, A. D. 1853.

A. B.

Signed by the said A. B., in our presence, who
have signed the same as witnesses, in the presence
of said A. B., and in the presence of each other,
this 3d day of December, 1853.

C. D.

E. F.

— NUNCUPATIVE WILL.

The will by word of mouth of A. B., of Wapello county, state of Iowa, made and declared by him, on the 15th day of September, A. D. 1853, in the presence of us, who have subscribed our names as witnesses hereto.

My will is that, &c. (Here express the same words, as near as possible, used by the deceased.)

—†—

NOTES, BILLS, RECEIPTS, &c.

A Note, as understood by the laws of this State, is a written promise to pay a certain sum of money at a future time, unconditionally. No particular form is requisite—a promise in writing to deliver the money, or to be accountable for it, is sufficient. By the code of Iowa, notes payable to a party, to his order, or to bearer, are negotiable by endorsement or delivery, as inland bills of exchange.

— FORM OF NOTES.

Centerville, Iowa, 20th Dec., 1853.

Six months after date, I promise to pay A. H., or order, fifty dollars, with interest thereon at the rate

of ten per cent. per annum, from date, for value received.

B. C.

—
NOTE WITH SECURITY.

Iowa City, 3d Nov. 1853.

Thirty days after date, we, or either of us promise to pay M. R., or order, one hundred dollars, with ten per cent. interest per annum, from due. Payable at Iowa City, Iowa, for value received.

W. P.
C. S.

—
NOTE WITHOUT INTEREST.

Fort Madison, Iowa, 17th Dec., 1853.

Ninety days after date I promise to pay O. C., or order, (or assigns, or bearer,) one hundred dollars, payable at Ft. Madison, Lee county, Iowa, for value received.

A. B.

—
NOTE PAYABLE AT BANK.

\$1,000 00. DuBuque, 1st Oct., 1853.

Ninety days after date, for value received, I promise to pay to the order of C. C., one thousand dollars, negotiable and payable at the Miner's Bank of Dubuque.

O. N.

—†—
BILLS OF EXCHANGE.

A bill of exchange is an open letter of request or order from one person to another, desiring him to pay a sum of money therein mentioned, to a third person, on demand or at a future time therein specified. The person who makes the bill is termed the drawer; he to whom it is addressed is, before ac-

ceptance, called the drawee, and after accepting it, the accepter; the person in whose favor it is drawn, is at first termed the payee, and after he endorses the bill, he is termed the endorser; and the person to whom it is transferred, is called the endorsee or holder. Bills of Exchange are either foreign or inland.—Foreign, when drawn by a person out of, on another in the United States, or *vice versa*; or by a person in a foreign country, on another person in another foreign country.

—
INLAND BILL.

\$1,000 00. Keokuk, July 5, 1853.

Ten days after sight, pay to the order of W. R. one thousand dollars, value received, without further advice, which charge to account of C. P.

Messrs. P., B. & Co., St. Louis, Mo.

—
INLAND BILL.

\$500 00. DuBuque, July 1st, 1853.

At sight, pay to A. B. or order, five hundred dollars, and charge C. D.

To C., S. & Co., Cincinnati, O.

—
A SET OF BILLS.

No. 573. Ex. \$1,000 00.

Muscatine, 1st Dec., 1853.

Sixty days after sight of this our first exchange, (second and third of the same tenor and date not paid) pay to A. B. & Co., or order, one thousand dollars, value received, and charge the same without further advice, to W. & W.

Messrs L. & S., St. Louis, Mo.

No. 573. Ex. \$1,000 00.

Muscatine, 1st Dec., 1853.

Sixty days after sight of this our second of exchange, (first and third of same tenor and date not paid,) pay to A. B. & Co., or order, one thousand dollars, value received, and charge the same without further advice, to W. & W.

Messrs. L. & S., St. Louis, Mo,

No. 573. Ex. \$1,000 00.

Muscatine, 1st Dec., 1853.

Sixty days after sight, of this our third exchange, (first and second of same tenor and date not paid,) pay to A. B. & Co., or order, one thousand dollars, value received, and charge the same, without further advice, to W. & W.

Messrs. L. & S., St. Louis, Mo.

BILL OBLIGATORY.

This is a written contract or obligation, by which a party acknowledges himself indebted to another in a certain sum, and for the payment of said debt binds himself in a larger sum.

FORM OF BILL.

I, A. B., of the county of Des Moines, and State of Iowa, acknowledge myself indebted to C. D. of said county, in the sum of one hundred dollars, to be paid on or before the 1st day of January, 1854, and for the payment of which, I hereby bind myself in the sum of two hundred dollars.

Witness my hand, this 21st day of December, A. D. 1853. A. B.

RECEIPTS.

A receipt is an acknowledgment in writing, that the party giving it, has received from the person therein named, the money or other thing named in the receipt.

GENERAL FORM.

Received, Bloomfield, Iowa, December 22d, 1853, of S. S., twenty-five dollars, in full for a cow sold by me to said S. S. W. C.

FOR RENT.

Received, Unionville, Iowa, Dec. 1st, 1853, of J. E., ten dollars and fifty cents, being in full for rent of the store house in his possession, on Jefferson street, from 1st day of September, to this date.

A. B.

FOR BOOK ACCOUNT.

Received, Troy, Iowa, March 1st, 1853, of C. T., thirty-seven dollars and ten cents, in full for sundry articles of merchandize, sold by us to said C. T., in 1852 and 1853. E., E. & CO.

FOR MONEY PAID BY ANOTHER.

Received, Keokuk, Iowa, December 10th, 1853, of A. B., by the hands of C. D., six hundred dollars, which is placed to the credit of said A. B., on account. E. F.

FOR THE USE OF ANOTHER.

Received, Davenport, Iowa, July 6, 1853, of O. P., fifty dollars, for the use of J. H., being the amount in full of said J. H.'s account against said O. P.

L. M.

TO AN ADMINISTRATOR.

Received, Ottumwa, Iowa, September 1st, 1853,
of A. B., Administrator of the estate of C. D.,
deceased, seventy dollars, in full for sundries sold
by me to said C. D., in his life time, and of all de-
mands against said estate. J. H.

J. H.

RELEASE AND RECEIPT.

In consideration of ten dollars received of A. B., I do hereby release and discharge him from all actions, claims, damages, and demands, which I now have, or ever had, or which my heirs shall have from the beginning of time to this day.

Witness my hand, this 20th day of December, A.
D. 1853. C. D.

COMMON ORDERS.

Decatur, Iowa, Nov. 23d, 1853.

FOR MONEY.

Marion, Iowa, Oct. 1st, 1853.

A. B., Esq., Sir:

Please pay to the bearer, Mr. C. D., twenty dollars, and place the same to my account. E. F.

FOR MERCHANTIZE.

Davis co., Iowa, Dec. 21, 1853.

Messrs. M. & H., Bloomfield:

Gents: Please let the bearer, Mr. A. B., have goods to the amount of twenty dollars, and charge the same to my account. T. B.

PART IV.

TREATISE ON EVIDENCE.

THIS part of the GUIDE will contain such brief remarks, extracts from the Code of Iowa, and the several authors upon evidence, as will be calculated to assist officers in the discharge of their duties. Extracts will also be given from the decisions of the Supreme Court of this State, and, occasionally from those of some of the other States.

EVIDENCE.

Evidence signifies that which demonstrates, makes clear, or ascertains the truth of the very fact or point in issue, either on the one side or the other; and no evidence ought to be admitted to any other point. *Blac. Com.* 3 vol. 367.

WITNESSES IN GENERAL.

Every person is competent to be a witness, unless disqualified by the want of understanding, or by the want of the proper sense of the obligation of an oath, or by conviction of certain crimes, or by interest. *7 T. R.* 60. But an Indian, a negro, a mulatto, or black person shall not be allowed to give testimony in any cause wherein a white person is a party. *Code,* 322.

It belongs to the court exclusively to decide upon the *competency* of a witness. When admitted to testify, it is the peculiar province of the jury to judge of his credibility. *Cond. Gen.* 129.

COMPETENT WITNESSES.

A witness may be competent, and on examination his story may be so contradictory and improbable that he may not be believed. On the contrary, he may be incompetent, for example, on account of interest, and be perfectly credible if he were examined. Courts are the sole judges of the competency of a witness, and may, for the purpose of deciding whether the witness is or is not competent, ascertain all the facts necessary to form a judgment. *Bon. Dic.* 1 vol. 198.

Where evidence conduces to prove, even circumstantially or remotely, the question at issue, it should go to the jury. The court is not authorized to decide upon the sufficiency of evidence. 1 *Green's Io. Rep.* 541.

The objection to the competency of a witness, on the ground of interest, may be rendered at any time before he is sworn, by an extinguishment of that interest by means of a release. 1 *Greenl.* 531. 4 *Blackf.* 492.

Although a witness has been sworn in chief, examined and cross-examined, yet, if it be afterwards discovered, at any time during the trial, that he is interested, his testimony should be struck out. A witness, on cross examination, declared that he was not interested: *held*, that his interest might be afterwards proved by other testimony. 1 *Blkf.* 71.

No confession of interest, made by a witness, after a party is entitled to his testimony, can render him incompetent. 2. *Blkf.* 461.

An agent is generally admitted as a witness from necessity, to prove his delivery of the goods or payment of the money for his principal. 4 *Blkf.* 494.

A judge or juror, who has knowledge of any material fact in the case, is to be sworn and openly examined like any other witness, and may be cross-examined. A juror may not give evidence in private of any fact within his knowledge. *Peak. Ev.* 10. n. 2. In such cases the judge may, in his discretion, order the trial to be postponed or suspended and take place before another judge. *Code,* 324.

The husband and wife can never be witnesses for or against each other in civil cases, and this is the only relation by the common law that excludes persons from testifying for or against each other, (*Phil. Ev.* 63,) but where neither is a party, the wife may be called upon as a witness to prove facts that may eventually charge the husband. Where a suit was instituted against the plaintiff for the wedding clothes of his wife, the mother of the wife was admitted as a witness to prove that the clothes were not purchased on the credit of the husband, but on the credit of the father; and as the verdict in this case could not be given in evidence, in the suit against the father, he had no interest. 1 *Stra.* 54. So in an action of trespass against the driver of a coach who overset the carriage in which the husband and wife were, by which she was much hurt, the defendant was allowed to prove her declaration that the accident was owing to the inattention of the

husband, for the purpose of corroborating the testimony of his witnesses. *1 Loft. Ev.* 255.

The husband can, in no case, be a witness against the wife, nor the wife against the husband, except in a criminal proceeding for a crime committed by the one against the other ; but they may, in all criminal prosecutions, be witnesses for each other. (*Code* 822.) Neither husband nor wife can be examined in any case as to any communication made by the one to the other while married, nor shall they, after the marriage relation ceases, be permitted to reveal, in testimony, any such communication made while the marriage subsisted. (*Ib.* 323.)

Counsellors and Attorneys are not permitted to give evidence of facts that come to their knowledge from the confidential communications of their clients, in the course of their professional duty. An interpreter between the party and his attorney, stands upon the same footing.

An attorney cannot be compelled to produce papers with which he was entrusted by his client ; but he may be examined like another witness when he knew the fact before the retainer, where he made himself a party to the transaction, or where the writing is in his possession ; or where he is questioned to a collateral fact within his knowledge, or to a fact which he might have known without being entrusted with it as an attorney in the cause. If an attorney is a subscribing witness to a deed, he may be examined concerning the execution ; if there be a question about an erasure in a deed, or will, he may be asked whether he ever saw the instrument in any other state ; for it is a fact within his knowledge ;

but he may not disclose any confession made to him by his client on the subject. An attorney of one of the parties may be examined as to the contents of a written notice received by him, in the course of the cause, calling upon him to produce papers. *Phil. Ev.* 102. *4 T. R.* 756. *17. John.* 335. *Bull. N. P.* 284.

No practising attorney, counsellor, physician, surgeon, minister of the gospel, or priest of any denomination, shall be allowed, in giving testimony, to disclose any confidential communication properly intrusted to him in his professional capacity, and necessary and proper to enable him to discharge the functions of his office according to the usual course of practice or discipline. But these prohibitions do not apply to cases where the party in whose favor they are enacted, waves the right thereby conferred. *Code* 323.

No man can be a witness in a suit where the verdict can be given in evidence in some future suit either for or against him; that is, where his testimony will operate to produce such verdict, if it can be used in his favor, or to prevent it, if it can be used against him in a suit where he may be a party. *1 Day*, 270.

If a witness, by charging the defendants, would exonerate himself from a liability, he is incompetent. *4 Day*, 458.

When the interest of the witness is counterbalanced, he is admissible. If a person be so circumstanced that his interest is as much or more affected, if the cause be decided against the party who calls him, as in his favor, his interest may be said to be neutralized, and he is a competent witness. Where A. having received money from B. for the

use of C., he was admitted as a witness in an action by C. against B., to prove he was agent for that purpose, not on the ground of necessity, but because he stood indifferent in point of interest, between the parties ; being liable to pay the money received to the plaintiff, or refund it to the defendant. *7 T. R.* 480.

In case of joint trespassers, where an action is brought against part of them, the rest may be witnesses for the plaintiff, though their testimony which convicts the defendants, forever discharges them from all liability to a suit. While a co-tresspasser is a party to the record, he cannot testify, but the plaintiff may strike his name out of the writ, and call upon him as a witness. Where there is no proof against one of the defendants, the Court may order his name to be struck out of the declaration, and he may then be a witness ; but where there is the slightest evidence against him, his name must go with the rest to the jury. *Bull N. P.* 285. So a co-tresspasser not joined in the suit, may be called as a witness by the defendant. *Ibid* 286.

In trials of the right of property, neither the claimant or plaintiff to the judgment can be a witness. The judgment debtor is interested in retaining the levy, which is a satisfaction of the judgment to the value of the property, and hence it is believed, the plaintiff to the judgment cannot call him as a witness, if the claimant object ; though the claimant may call him, even if the plaintiff to the judgment object, for his interest is against the claimant.

The Revised Code provides that the plaintiff may, in his petition, require the answer of the defendant to be given under oath. And so the party filing

any subsequent pleading, setting forth new matter, may require the reply thereto to be given under oath. Pleadings thus required to be made under oath shall be considered as evidence in the cause of equal weight with that of a disinterested witness, if it be sworn to by the party who was called upon to answer. Pleading, calling for a reply under oath, must, itself, be sworn to ; and if made by any other than the party, he must show that he has reasonable means of information on the subject, and what those means are. The reply must be sworn to by the party who was called upon, or by some one showing himself to be possessed of equal information with the party on the subject matter thereof, and that he is authorized to make such sworn reply.

Code, 254, 255.

With the above exception, a person who is a party on the record, though he be merely a trustee, (*7 T. R.* 668,) is incompetent as a witness for himself or joint suitors ; (*Gilb. Ev.* 130,) though in an action against the governors of the Foundling Hospital, for work done by the plaintiff for the use of the hospital, Lord Kenion admitted several of the governors as witnesses for the defence. *Peak.* 153. And in a very late case, it was held that a *corporator* was not a competent witness in an action brought by a corporation, even though he had released his interest in the subject matter of the suit, since, in case of a verdict against the plaintiffs, the corporate fund would be decreased by the amount of the costs. *3 Y. & J.* 19. If the witness is *substantially* a party to the record, he is incompetent, though he is not *actually* a party to the record. Thus, in an action against one of several

partners, the defendant cannot call one of his co-partners, and it is doubtful whether he can render him competent by a release. *R. & M.* 29.

The interest of a witness may be divested before trial by payment or release, and his competency will then be restored. Thus a legatee, who has been paid before trial, is a competent witness to increase the estate. *R. & M.* 31. *1 C. & P.* 73. So a release from the defendant, the drawer of a bill of exchange, to the acceptor, will render the latter a competent witness. *1 Campb.* 249. In an action against a minor who appears by guardian, a release from the guardian is insufficient. *1 Stark.* 249. If the witness offer to release or surrender his interest, and execute a release accordingly, his competency is restored, though the other party refuse to accept the release. *3 T. R.* 35. So if a party, on whose side the witness is interested, makes an offer to remove his interest, and the witness refuses, that will not deprive the party of his testimony. *1 Phill. Ev.* 128. A release from one of several joint plaintiffs is sufficient. *4 Esp.* 86.

Books of account are not evidence at common law. *2 McLean,* 469.

Entries, to be evidence, must have been regularly entered, and the books have that appearance on their face. *Ib.*

In a suit by or against an administrator, he cannot give in evidence an entry relating to the matter of the suit made by his intestate in a memorandum book concerning his own business, in respect to a transaction of a kind concerning which vouchers and evidence of a more satisfactory character are usually preserved, and where such entry is not prov-

ed to have been made at the time it purports to have been made, and is not corroborated by any other evidence. *7 Met. 478.*

The Revised Code provides that books of account containing charges by one party against the other, made in the ordinary course of business, are receivable in evidence. Such books must show a continuous dealing with persons generally, or several items of charge at different times, against the other party in the same book or set of books. It must be shown by the party's oath or otherwise, that they are his books of original entries, and that the charges were made at or near the time of the transactions therein entered, unless satisfactory reasons appear for not making such proof.

In all such cases the charges must be verified by the oath of the party or the clerk who made the entries, to the effect that they believe them to be just and true. If this is not done, a sufficient reason must be given why such verification is not made.

Evidence respecting hand-writing may be given by comparison made by experts, or by the jury, with writings of the same person, which are proved to be genuine. *Code, 324.*

WRITTEN AND PAROL EVIDENCE.

Evidence is either written or parol. Written evidence consists of records, public writings, and private writings. Records are the acts, statutes, and proceedings of the legislature, and the judicial sentences and proceedings of courts of justice, and are of such high authority that no evidence shall be allowed to contradict them. Public writings are the votes, acts, and proceedings of corporations of a

public and private nature; and the acts and proceedings in the public offices of the government. *Swift's Dig.* 1 vol. 740, 756. Private writings are those under seal, called deeds or specialties, and writings not under seal.

The mode of taking testimony by depositions is unknown to the common law, and has been introduced by statute. *Swift's Dig.* 1 vol. 749. Depositions, although given under the sanction of an oath, are no evidence of the facts which they contain, unless the party to be affected by them has cross-examined the deponents, or has been legally called upon so to do; for otherwise, one of the great and ordinary tests of truth would be wanting. 1 *Starkie's Ev.* 264. Parol evidence is the testimony of witnesses in court.

The revised code in relation to evidence provides that historical works, books of science or art, and published maps or charts, when made by persons indifferent between the parties, are presumptive evidence of facts of general notoriety or interest.

A copy of the field notes of any surveyor, or a plat made by him, and certified under oath as correct, may be received as evidence, to show the shape or dimensions of a tract of land, or any other fact whose ascertainment requires only the exercise of scientific skill or calculation.

Duly certified copies of all records and entries or papers belonging to any public office, or by authority of law, filed to be kept therein, shall be evidence in all cases of equal credibility with the original record or paper so filed.

The certificate of a public officer, that he has made diligent and ineffectual search for a paper in

his office, is of the same efficacy in all cases, as if such officer had personally appeared and sworn to such facts.

The usual duplicate receipt of the receiver of any land office, or, if that be lost or destroyed, or beyond the reach of the party, the certificate of such receiver, that the books of his office show the sale of a tract of land to a certain individual, is proof of title equivalent to a patent against all but the holder of an actual patent.

A judicial record of this State, or of any of the federal courts of the United States, may be proved by the production of the original, or by a copy thereof certified by the clerk or the person having the legal custody thereof, authenticated by his seal of office, if he have one.

That of a sister State may be proved by the attestation of the clerk, and the seal of the court annexed, if there be a seal, together with a certificate of a judge, chief justice, or presiding magistrate, that the attestation is in due form of law.

The official certificate of a justice of the peace of any of the United States to any judgment, and the preliminary proceedings before him, supported by the official certificate of the clerk of any court of record within the county in which such Justice resides, stating that he is an acting Justice of the Peace of that county, and that the signature to his certificate is genuine, is sufficient evidence of such proceedings and judgment.

Copies of records and proceedings in the courts of a foreign country may be admitted in evidence upon being authenticated as follows :

By the official attestation of the clerk or officer in

whose custody such records are legally kept, and

By the certificate of one of the judges or magistrates of such court, that the person so attesting is the clerk or officer legally entrusted with the custody of such records and that the signature to his attestation is genuine, and

By the official certificate of the officer who has the custody of the principal seal of the government under whose authority the court is held, attested by said seal, stating that such court is duly constituted, specifying the general nature of its jurisdiction, and verifying the seal of the court.

Acts of the executive of the United States, or of this or any State of the Union, or of a foreign government, are proved by the records of the State Department of the respective governments, or by public documents purporting to have been printed by order of the legislatures of those governments respectively, or by either branch thereof.

The proceedings of the Legislature of this or any other State of the Union, or of the United States, or of any foreign government are proved by the journals of those bodies respectively, or of either branch thereof, and either by copies officially certified by the clerk of the House in which the proceeding was had, or by a copy purporting to have been printed by their order.

Printed copies of the statute laws of this or any other of the United States, or of Congress, or of any foreign government purporting or proved to have been published under the authority thereof, or proved to be commonly admitted as evidence of the existing laws in the courts of such State or Government, shall be admitted in the Courts of this State as presumptive evidence of such laws.

The public seal of the State or county affixed to a copy of a written law or other public writing is also admissible as evidence of such law or writing respectively. The unwritten laws of any other State or government may be proved as facts by parol evidence, and also by the books of reports of cases adjudged in their courts. *2 Bac. Abr. Ev. F. Arch. Pl. & Ev.* 377-8.

This does not, however, dispense with the necessity of proving the due execution of the deed itself, either by a subscribing witness, or by some other evidence, care being taken that such evidence be the best that can possibly be procured under the peculiar circumstances of the case. Also, if the contents of a deed be proved by a copy, parol evidence of the correctness of the copy must be given by some person who had compared it with the original. *Ibid.*

The contents of an instrument of writing cannot be proved by parol testimony, unless the absence of the writing be accounted for. The oath of one of several plaintiffs to the loss of an instrument of writing, is sufficient to let in secondary evidence of its contents.

While it will be presumed in law, that a court of general jurisdiction acted within the sphere of its authority, a court of limited and special jurisdiction will be required to show the law conferring the jurisdiction it exercised. *1 Green's Io. Rep.* 78. It will be presumed that a person in authority has done his duty, until the contrary appears. *Ib.* 158.

When the admission of a party is offered in evidence, the whole must be taken together, and all that was said at the same time as well in his favor as against him, in order to show distinctly his sense

and meaning. If there be a reference to a paper without which the admission is not complete, the contents of the paper must be shown before the statements can be used in evidence against the party. So if a person say that he did owe a debt, but that he has paid it, such admission will not be received as evidence to prove the debt without being also evidence of the payment. *Swift's Dig.* 1 vol. 763.

The admission of a party is not conclusive evidence against him, but he may prove the contrary by proper testimony.

It is a general principle in the law of evidence, that hearsay from a person, not a party to the suit, is not admissible, because such person was not under oath, and the opposite party had no opportunity to cross examine.

Evidence is positive and presumptive. Positive evidence is where the witness testifies directly to the facts from his own knowledge. Presumptive proof is where the fact is not proved by direct testimony, but is to be inferred from other facts which are proved. It is not to be expected that direct testimony can, in the nature of things, be obtained in all cases, where facts are litigated. It is, therefore, frequently necessary to recur to circumstantial evidence, which will often be equally satisfactory. These circumstances must be such as usually or necessarily attend the facts in question, and from which such facts can fairly be presumed. Circumstantial evidence is not conclusive, but it devolves on the other side the necessity of explaining it, or rebutting the presumption, and if he cannot do it, then it will stand for sufficient proof. *Phil. Ev.* 111.

It is said that the best evidence must be produced of which the nature of the case is capable ; but the true rule is, that the party must produce evidence of the highest degree in his power ; that he shall not have recourse to evidence of an inferior degree where he has higher in his possession ; for it carries a presumption that the higher evidence, if produced, would operate against him. Where there is evidence in writing, a party cannot prove a fact by parol. Where there is a record, a deed, or any written instrument, it must be produced, and the party cannot resort to a copy, or parol evidence, unless such record has been destroyed, or is in the possession of the opposite party, who refuses to produce it, on motion, and then a copy or parol proof will be the highest evidence in his power. A witness cannot testify to the contents of a paper in his possession, but he must produce it. A subscribing witness to an instrument of writing must be called, if he can be had. *2 Day*, 328.

Parol evidence is inadmissible either as a substitute for a written instrument required by law, or to give effect and operation to such an instrument where it is defective. It is also inadmissible to vary or contradict an instrument of writing, or to explain an ambiguity apparent on the face of the instrument. But parol evidence may be introduced to explain an ambiguity which arises merely extrinsically on the application of an instrument of a clear and definite intrinsic meaning to a doubtful subject matter. According to these principles, parol evidence is never admissible to explain an ambiguity, which is not raised by extrinsic facts. Thus, upon a devise to one of the sons of J. S., who has several, evidence

is not admissible to show that one in particular was meant, and the desire is void for uncertainty. A written agreement, not under seal, may be altered in its terms by a subsequent parol agreement, which, in fact, is a new agreement, and the parties shall be bound by the terms and intentions of the last agreement. *2 Starkie's Ev.* 456.

Where testimony is ambiguous, and there is doubt as to its correct application to the facts in question, the promotion of truth and justice to the witness require that construction which will render it as consistent as possible with the opposing evidence. *1 Green's Io. Rep.* 307.

Parol contemporaneous evidence is inadmissible to contradict or vary the terms of a valid written instrument. *1 Greenl. Ev.* 352. But it is well understood that parol proof is admissible to sustain the defence of fraud, or illegality in a contract though under seal. *Morris' Io. Rep.* 124.

When part of an act, declaration, conversation or writing is given in evidence by one party, the whole on the same subject may be enquired into by the other party. And when a detached act, declaration, conversation, or writing is given in evidence, any other act, declaration, conversation, or writing which is necessary to make it fully understood or to explain the same, may also be given in evidence. *Code*, 323. Words and phrases shall be construed according to the context, and the approved usage of the language. But technical words and phrases, and such others as may have acquired a peculiar and appropriate meaning in law, shall be construed according to such peculiar and appropriate meaning. *Ib.* 6.

It is the duty of Courts to ascertain not what the

parties may have secretly intended as contradistinguished from what their words express, but what is the meaning of the words they have used. *Greenl. Ev.* 352.

The Roman numerals and Arabic figures are to be taken as part of the English language. *Code*, 8.

No evidence, except the same be in writing, is admissible to prove a contract of a sale of personal property, where no part of the property is delivered to the purchaser, and no part of the price is paid. *Code*, 325.

COMPELLING THE ATTENDANCE OF WITNESSES.

The parties to the action may be the same as in the District Court, and all the proceedings prescribed for that Court, so far as the same are applicable, and not changed by the Justice's act, shall be pursued in a Justice's Court.

A subpoena is the proper way of bringing a witness into Court. It must require the witness to be present at a prescribed time and place, to give evidence in a case therein stated. *Code*, 325.

A writ of subpoena duces tecum may be issued, requiring a witness to produce any deed or other writings in his possession that is necessary and proper evidence for the party. *Swift's Dig.* 1 vol. 747. The code provides that it may require the witness to bring with him any books, documents, or other writings under his control, and which he is not excused by law from producing in evidence.

Witnesses in civil cases cannot be compelled to attend in a Justice's Court, if the distance from his place of residence or of service be greater than thirty miles, unless it be in the same county. If a witness

conceal himself, or attempt to avoid personal service of a subpoena, the officer having said writ, is authorized to break into any building where the witness is, first having made known his business and demanded admittance. No person is compelled to attend as a witness until their fees are paid, if demanded. Witnesses are liable to be punished for contempts, for disobeying subpoena, and also to the party subpoenaing him for damages. Subpoenas in State cases must be served by delivering a copy and showing the original to the witness, personally.

NUMBER OF WITNESSES.

By the common law, one witness whose character is good, is sufficient in civil cases to prove any fact; but as the weight of the testimony depends on the character of the witnesses, it is always admissible for a party to impeach the character of the witnesses produced against him, if in his power.

The common law did not require any number of witnesses for the trial of any crime whatsoever. 2 *Haw. c. 25.* In the case of perjury there must be more evidence than a simple oath, otherwise it would only be oath against oath. 13 *Vin. 246.* 10 *Mod. 194.*

The code provides that the court may disallow to the successful party, any witness who, without sufficient cause, was absent at the trial, or whose testimony was unimportant or unnecessary.

MANNER OF GIVING EVIDENCE.

Every person should take either an oath or affirmation before being allowed to testify. Either may

be administered, as the witness is equally liable to the pains and penalties of perjury.

In the examination of witnesses admitted to testify, the proper mode is to permit them in the first place to tell their stories in their own language. The party introducing them has a right first to examine them, but may put no leading questions, that is, such as instruct the witness in the answer he wishes him to give. The opposite party may then cross-examine him, and a more unconstrained mode is allowed to him; and the party producing him may then examine him again. *Phil. Ev.* 205.

In order to impeach the credit of a witness, evidence may be given of statements made by him at variance with his testimony on the trial; but in order to lay the foundation for the evidence of such contradictory declaration or conversation, the witness must be asked, on cross-examination, whether he has made such declaration or held such conversation. Before you can contradict a witness by showing that he has at some other time said something inconsistent with his present evidence, you must ask him as to the time, place and person involved in the supposed contradiction. It is not enough to ask him the general question whether he ever said so and so. The witness may be re-examined as to those contradictory statements, and the counsel has a right, upon re-examination, to ask all questions which may be proper to draw forth an explanation of the sense and meaning of the expressions used by the witness on cross-examination, if they be in themselves doubtful, and also of the motives by which the witness was induced to use those expressions; but he has no right to go farther and introduce new matter in it.

self, and not suited to the purpose of explaining either the expressions or the motives of the witness. There is a distinction, however, between conversations which a witness may have had with a party to the suit and a conversation with a third person. The conversations of a party to a suit relative to the subject matter of the suit, are in themselves evidence against him in the suit, and if the counsel choose to ask a witness as to any thing which may have been said by an adverse party, the counsel for that party has a right to lay before the Court the whole which was said by his client in the same conversation ; not only so much as may explain or qualify the matter introduced by the previous examination, but even matter not properly connected with the part introduced upon the previous examination, provided only that it relates to the subject matter of the suit.

Ros. Civ. Ev. 96.

Statements made, not under oath, by a witness, relative to the subject matter in controversy, may be admitted on the trial, to discredit his testimony ; but if such contradictory statements are not supported by other proof, they must yield to his evidence given under oath upon the trial of the cause. 1 *Green's (Io.) Rep.* 48.

If a witness gives evidence contrary to that which the party calling him expects, the party cannot give general evidence to show that the witness is not to be believed on his oath. Nor, as it seems, is it competent to him to prove that the witness has previously given a different account of the transaction. But he may prove the fact denied by other witnesses.

Ros. Civ. Ev. 96.

A party has no right to cross-examine any wit-

ness, except as to facts and circumstances connected with the matters stated in his direct examination, and if he wishes to examine him to other matters, he must do so by making the witness his own, and calling him as such in the subsequent progress of the cause. 1 *Greenl. Ev.* 557. 14 *Peters'* 448. 6 *Watts and Serg.* 75.

In the direct examination of a witness, it is not allowed to put to him what are termed *leading questions*: That is, questions which suggest to the witness the answer desired. Questions are also objectionable as leading, which, embodying a material fact, admit of an answer by a simple negative or affirmative. The interrogatory must not assume facts to have been proved, which have not been proved, nor that particular answers have been given which have not been given. 1 *Greenl. Ev.* 506, 507.

WEIGHTS AND MEASURES.

THE following is the weight of a bushel of the articles named below respectively, to wit :

Barley,	-	-	-	-	48	pounds.
Beans,	-	-	-	-	60	"
Bran,	-	-	-	-	20	"
Buckwheat,	-	-	-	-	52	"
Blue grass seed,	-	-	-	-	14	"
Corn shelled,	-	-	-	-	56	"
Corn in the cob,	-	-	-	-	70	"
Clover seed,	-	-	-	-	60	"
Castor Beans,	-	-	-	-	46	"
Dried Peaches,	-	-	-	-	33	"
Dried Apples,	-	-	-	-	24	"
Flax Seed,	-	-	-	-	56	"
Hemp seed,	-	-	-	-	44	"
Meal*	-	-	-	-	50	"
Oats,	-	-	-	-	35	"
Onions,	-	-	-	-	57	"
Potatoes	-	-	-	-	60	"
Rye,	-	-	-	-	56	"
Salt,	-	-	-	-	50	"
Stone Coal,*	-	-	-	-	80	"
Timothy seed,	-	-	-	-	45	"
Wheat,	-	-	-	-	60	"

* Those marked with a star, (*) are not established by law, but they are believed to be correct, and in many places have been adopted as the standard.

A bushel of dry measure is 2150 2-5 cubic inches.
A bushel of stone coal is 2867 1-5 cubic inches.*
A bushel of corn in the cob is 4000 cubic inches.*
A gallon is 231 cubic inches.
A perch of mason work or stone is 25 cubic feet.
A ton is 2000 lbs. avoirdupois weight.

* Those marked with a star, (*) are not established by law, but they are believed to be correct, and in many places have been adopted as the standard.

TABLE OF INTEREST.

Dolls.	ONE DAY.		TWO DAYS.		THREE DAYS.		FOUR DAYS.	
	6 per cent.		10 per cent.		6 per cent.		10 per cent.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	cent.	6 per cent.	10 per cent.
1	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	1
8	0	0	0	0	0	0	0	1
9	0	0	0	0	0	0	1	1
10	0	0	0	0	0	0	1	1
11	0	0	0	0	0	1	1	1
12	0	0	0	0	0	1	1	1
13	0	0	0	0	1	1	1	1
14	0	0	0	0	1	1	1	1
15	0	0	0	1	1	1	1	2
16	0	0	0	1	1	1	1	2
17	0	0	1	1	1	1	1	2
18	0	0	1	1	1	1	1	2
19	0	0	1	1	1	1	1	2
20	0	0	1	1	1	1	1	2
21	0	0	1	1	1	1	1	2
22	0	0	1	1	1	1	1	2
23	0	0	1	1	1	1	1	2

Dolls.	ONE DAY.		TWO DAYS.		THREE DAYS.		FOUR DAYS.	
	6 per cent.		10 per cent.		6 per cent.		10 per cent.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
24	0	0	1	1	1	1	1	2
25	0	0	1	1	1	1	2	2
26	0	0	1	1	1	2	2	2
27	0	0	1	1	1	2	2	3
28	0	0	1	1	1	2	2	3
29	0	0	1	1	1	2	2	3
30	0	1	1	1	1	2	2	3
31	0	1	1	1	1	3	2	3
32	1	1	1	1	2	3	2	3
33	1	1	1	1	2	3	2	4
34	1	1	1	2	2	3	2	4
35	1	1	1	2	2	3	2	4
36	1	1	1	2	2	3	2	4
37	1	1	1	2	2	3	2	4
38	1	1	1	2	2	3	3	4
39	1	1	1	2	2	3	3	4
40	1	1	1	2	2	3	3	4
41	1	1	1	2	2	3	3	4
42	1	1	1	3	2	3	3	4
43	1	1	1	3	2	3	3	5
44	1	1	1	3	2	3	3	5
45	1	1	1	3	2	3	3	5
46	1	1	2	3	2	3	3	5
47	1	1	2	3	2	3	3	5
48	1	1	2	3	2	3	3	5
49	1	1	2	3	2	3	3	6
50	1	1	2	3	2	4	3	6
51	1	1	2	3	3	4	3	6
52	1	1	1	2	3	4	3	6
53	1	1	1	3	3	4	3	6

Dolls.	ONE DAY.		TWO DAYS.		THREE DAYS.		FOUR DAYS.	
	6 per cent.	10 per cent.						
54	1	1	2	3	3	4	4	6
55	1	1	2	3	3	4	4	6
56	1	2	2	3	3	5	4	6
57	1	2	2	3	3	5	4	6
58	1	2	2	3	3	5	4	6
59	1	2	2	3	3	5	4	6
60	1	2	2	3	3	5	4	7
61	1	2	2	3	3	5	4	7
62	1	2	2	3	3	5	4	7
63	1	2	2	3	3	5	4	7
64	1	2	2	3	3	5	4	7
65	1	2	2	3	3	5	4	7
66	1	2	2	3	3	6	4	7
67	1	2	2	3	3	6	4	7
68	1	2	2	3	3	6	4	7
69	1	2	2	3	3	6	5	8
70	1	2	2	4	3	6	5	8
71	1	2	2	4	4	6	5	8
72	1	2	2	4	4	6	5	8
73	1	2	2	4	4	6	5	8
74	1	2	2	4	4	7	5	8
75	1	2	2	4	4	7	5	8
76	1	2	3	4	4	7	5	8
77	1	2	3	4	4	7	5	8
78	1	2	3	4	4	7	5	8
79	1	2	3	4	4	7	5	8
80	1	2	3	4	4	7	5	9
81	1	2	3	4	4	7	5	9
82	1	2	3	4	4	7	5	9
83	1	2	3	4	4	7	5	9

Dolls.	ONE DAY.		TWO DAYS.		THREE DAYS.		FOUR DAYS.	
	6 per cent.	10 per cent.						
84	1	2	3	4	4	7	6	9
85	1	2	3	4	4	7	6	9
86	1	2	3	4	4	7	6	9
87	1	2	3	5	4	7	6	9
88	1	3	3	5	4	7	6	9
89	1	3	3	5	4	7	6	9
90	1	3	3	5	4	8	6	10
91	1	3	3	5	4	8	6	10
92	2	3	3	5	5	8	6	10
93	2	3	3	5	5	8	6	10
94	2	3	3	5	5	8	6	10
95	2	3	3	5	5	8	6	10
96	2	3	3	5	5	8	6	10
97	2	3	3	5	5	8	6	10
98	2	3	3	5	5	8	6	10
99	2	3	3	5	5	8	7	10
100	2	3	3	6	5	9	7	11
101	2	3	3	6	5	9	7	11
102	2	3	3	6	5	9	7	11

Dolls.	FIVE DAYS.		SIX DAYS.		SEVEN DAYS.		EIGHT DAYS.	
	6 per cent.	10 per cent.						
1	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	1
4	0	0	0	0	0	1	1	1
5	0	0	0	1	0	1	1	1
6	0	1	0	1	1	1	1	1

Dolls.	FIVE DAYS.		SIX DAYS.		SEVEN DAYS.		EIGHT DAYS.	
	6 per cent.	10 per cent.						
7	0	1	1	1	1	1	1	2
8	1	1	1	1	1	2	1	2
9	1	1	1	2	1	2	1	2
10	1	2	1	2	1	2	1	2
11	1	2	1	2	1	2	1	2
12	1	2	1	2	1	2	2	2
13	1	2	1	2	1	2	2	3
14	1	2	1	2	2	2	2	3
15	1	2	1	2	2	2	2	3
16	1	2	2	2	2	2	2	3
17	1	2	2	2	2	2	2	3
18	1	2	2	2	2	2	2	3
19	2	3	2	3	2	3	2	4
20	2	3	2	3	3	2	3	4
21	2	3	2	3	2	3	3	4
22	2	3	2	3	3	3	3	5
23	2	3	2	3	3	4	3	5
24	2	3	2	3	3	4	3	5
25	2	3	2	3	4	3	5	5
26	2	4	3	4	4	3	5	6
27	2	4	3	4	3	5	5	6
28	2	4	3	4	3	5	4	7
29	2	4	3	4	3	5	4	7
30	2	4	3	5	3	6	4	7
31	3	4	3	5	4	6	4	7
32	3	4	3	5	4	6	4	7
33	3	5	3	5	4	6	4	8
34	3	5	3	5	4	6	4	8
35	3	5	3	5	4	6	5	8
36	3	5	4	6	4	7	5	8

Dolls.	FIVE DAYS.		SIX DAYS.		SEVEN DAYS.		EIGHT DAYS.	
	6 per cent.	10 per cent.						
37	3	4	4	6	4	7	5	8
38	3	4	4	6	4	7	5	8
39	3	5	4	6	4	7	5	8
40	3	6	4	7	5	8	5	9
41	3	6	4	7	5	8	5	9
42	3	6	4	7	5	8	6	9
43	3	6	4	7	5	8	6	9
44	4	6	4	7	5	8	6	9
45	4	6	4	7	5	9	6	10
46	4	6	5	7	5	9	6	10
47	4	6	5	8	5	9	6	10
48	4	7	5	8	6	9	6	10
49	4	7	5	8	6	9	6	10
50	4	7	5	8	6	10	7	11
51	4	7	5	8	6	10	7	11
52	4	7	5	8	6	10	7	11
53	4	7	5	8	6	10	7	11
54	4	7	5	8	6	10	7	11
55	5	7	5	9	6	11	7	12
56	5	8	6	9	6	11	7	12
57	5	8	6	9	7	11	7	12
58	5	8	6	9	7	11	8	13
59	5	8	6	10	7	12	8	13
60	5	8	6	10	7	12	8	13
61	5	8	6	10	7	12	8	13
62	5	8	6	10	7	12	8	13
63	5	9	6	10	7	12	8	13
64	5	9	6	10	7	13	8	14
65	5	9	6	11	7	13	8	14
66	5	9	7	11	8	13	9	14

Dolls.	FIVE DAYS.		SIX DAYS.		SEVEN DAYS.		EIGHT DAYS.	
	6 per cent.	10 per cent.						
67	6	9	7	11	8	13	9	14
68	6	9	7	11	8	13	9	14
69	6	10	7	11	8	13	9	15
70	6	10	7	12	8	14	9	15
71	6	10	7	12	8	14	9	16
72	6	10	7	12	8	14	9	16
73	6	10	7	12	8	14	10	16
74	6	10	7	12	9	14	10	16
75	6	10	7	12	9	14	10	17
76	6	10	7	12	9	14	10	17
77	6	10	8	12	9	14	10	17
78	6	10	8	12	9	14	10	17
79	6	11	8	12	9	15	10	18
80	7	11	8	13	9	15	11	18
81	7	11	8	13	9	15	11	18
82	7	11	8	13	9	15	11	18
83	7	11	8	13	10	15	11	18
84	7	11	8	13	10	15	11	19
85	7	12	8	14	10	16	11	19
86	7	12	8	14	10	16	11	19
87	7	12	9	14	10	16	11	19
88	7	12	9	14	10	16	12	19
89	7	12	9	14	10	17	12	19
90	7	13	9	15	10	18	12	20
91	7	13	9	15	10	18	12	20
92	8	13	9	15	11	18	12	20
93	8	13	9	15	11	18	12	20
94	8	13	9	15	11	18	12	20
95	8	13	9	16	11	18	12	21
96	8	13	9	16	11	18	13	21

Dolls.	FIVE DAYS.		SIX DAYS.		SEVEN DAYS.		EIGHT DAYS.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	6 per cent.	6 per cent.	10 per cent.
97	8	14	10	16	11	18	13	21
98	8	14	10	16	11	19	13	21
99	8	14	10	17	11	19	13	22
100	8	14	10	17	12	19	13	22
101	8	14	10	17	12	19	13	22
102	8	14	10	17	12	19	13	22
103	8	14	10	17	12	19	14	22

Dolls.	NINE DAYS.		TEN DAYS.		ELEVEN DAYS.		TWELVE DAYS.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
1	0	0	0	0	0	0	0	0
2	0	0	0	1	0	1	0	1
3	0	1	0	1	1	1	1	1
4	1	1	1	1	1	1	1	2
5	1	1	1	1	1	2	1	2
6	1	2	1	2	1	2	1	2
7	1	2	1	2	1	2	1	3
8	1	2	1	2	1	2	2	3
9	1	2	1	3	2	3	2	3
10	1	3	2	3	2	3	2	3
11	2	3	2	3	2	3	2	4
12	2	3	2	3	2	3	2	4
13	2	3	2	4	2	4	3	4
14	2	4	2	4	3	4	3	4
15	2	4	2	4	3	4	3	5
16	2	4	3	4	3	5	3	5
17	3	4	3	5	3	5	3	5
18	3	4	3	5	3	5	4	6

Dolls.	NINE DAYS.		TEN DAYS.		ELEVEN DAYS.		TWELVE DAYS.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
19	3	5	3	5	3	6	4	6
20	3	5	3	6	4	6	4	7
21	3	5	3	6	4	6	4	7
22	3	5	4	6	4	6	4	7
23	3	6	4	6	4	6	5	8
24	4	6	4	6	4	7	5	8
25	4	6	4	7	5	7	5	8
26	4	6	4	7	5	7	5	8
27	4	7	4	7	5	8	5	9
28	4	7	5	7	5	8	6	9
29	4	7	5	8	5	8	6	9
30	4	8	5	8	5	9	6	10
31	5	8	5	8	6	9	6	10
32	5	8	5	8	6	9	6	10
33	5	8	5	9	6	9	7	10
34	5	8	6	9	6	9	7	11
35	5	9	6	9	6	9	7	11
36	5	9	6	9	7	10	7	11
37	5	9	6	10	7	10	7	12
38	6	9	6	10	7	10	7	12
39	6	9	6	10	7	11	8	12
40	6	10	7	11	7	12	8	13
41	6	10	7	11	7	12	8	13
42	6	10	7	11	8	12	8	13
43	6	11	7	12	8	13	8	13
44	7	11	7	12	8	13	9	14
45	7	11	7	12	8	13	9	14
46	7	12	8	13	8	14	9	14
47	7	12	8	13	8	14	9	15
48	7	12	8	13	9	14	9	15

Dolls.	NINE DAYS.		TEN DAYS.		ELEVEN DAYS.		TWELVE DAYS.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
49	7	12	8	13	9	14	10	16
50	7	13	8	14	9	15	10	17
51	8	13	8	14	9	15	10	17
52	8	13	9	14	9	15	10	17
53	8	13	9	15	10	16	10	18
54	8	14	9	15	10	16	11	18
55	8	14	9	15	10	16	11	18
56	8	14	9	16	10	17	11	19
57	8	14	9	16	10	17	11	19
58	9	14	10	16	10	17	11	19
59	9	14	10	16	11	17	12	20
60	9	15	10	17	11	18	12	20
61	9	15	10	17	11	18	12	20
62	9	15	10	17	11	18	12	20
63	9	15	10	17	11	18	12	21
64	9	16	11	17	12	19	13	21
65	10	16	11	18	12	19	13	21
66	10	16	11	18	12	19	13	21
67	10	16	11	18	12	19	13	22
68	10	16	11	18	12	20	13	22
69	10	17	11	18	12	20	14	22
70	10	17	12	19	13	20	14	22
71	11	17	12	19	13	21	14	23
72	11	17	12	19	13	21	14	23
73	11	17	12	19	13	21	14	23
74	11	18	12	20	13	21	15	23
75	11	18	12	20	14	22	15	24
76	11	18	12	20	14	22	15	24
77	11	19	13	21	14	22	15	24
78	12	19	13	21	14	23	15	25

Dolls.	NINE DAYS.		TEN DAYS.		ELEVEN DAYS.		TWELVE DAYS.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
79	12	19	13	21	14	23	16	26
80	12	20	13	22	14	24	16	27
81	12	20	13	22	15	24	16	27
82	12	20	13	22	15	24	16	27
83	12	20	14	22	15	25	16	28
84	12	21	14	23	15	25	17	28
85	13	21	14	23	15	25	17	28
86	13	21	14	23	16	25	17	28
87	13	21	14	24	16	26	17	29
88	13	21	14	24	16	26	17	29
89	13	22	15	24	16	26	18	29
90	13	22	15	25	16	27	18	30
91	13	22	15	25	16	27	18	30
92	14	23	15	25	17	27	18	30
93	14	23	15	25	17	27	18	30
94	14	23	15	26	17	28	19	31
95	14	24	16	26	17	28	19	31
96	14	24	16	26	17	29	19	31
97	14	24	16	27	18	29	19	32
98	14	24	16	27	18	30	19	32
99	15	25	16	27	18	30	20	32
100	15	25	16	28	18	31	20	33
101	15	25	17	28	18	31	20	33
102	15	25	17	28	18	32	20	33
103	15	26	17	29	19	32	20	34

Dolls.	THIRTEEN DAYS.		FOURTEEN DAYS.		FIFTEEN DAYS.		SIXTEEN DAYS.	
	6 per cent	10 per cent.	6 per cent	10 per cent.	6 per cent	10 per cent.	6 per cent	10 per cent.
1	0	0	0	0	0	0	0	0
2	0	0	0	1	0	1	1	1
3	0	1	1	1	1	1	1	1
4	1	1	1	2	1	2	1	2
5	1	2	1	2	1	2	1	2
6	1	2	1	2	1	3	2	3
7	1	3	2	3	2	3	2	3
8	2	3	2	3	2	3	2	4
9	2	3	2	4	2	4	2	4
10	2	4	2	4	2	4	3	4
11	2	4	3	4	3	4	3	5
12	3	4	3	5	3	5	3	5
13	3	5	3	5	3	5	3	5
14	3	5	3	6	3	6	4	6
15	3	5	3	6	4	6	4	6
16	3	6	4	6	4	7	4	7
17	4	6	4	7	4	7	4	7
18	4	6	4	7	4	7	5	8
19	4	7	4	8	5	8	5	9
20	4	7	5	8	5	8	5	9
21	4	7	5	8	5	8	6	9
22	5	7	5	9	5	9	6	10
23	5	8	5	9	6	9	6	10
24	5	8	6	9	6	9	6	10
25	5	9	6	10	6	10	7	11
26	6	9	6	10	6	10	7	11
27	6	9	6	10	7	11	7	12
28	6	10	6	11	7	12	7	12
29	6	10	7	11	7	12	8	12
30	6	11	7	12	7	13	8	13

Dolls.	THIRTEEN DAYS.		FOURTEEN DAYS.		FIFTEEN DAYS.		SIXTEEN DAYS.	
	6 per cent.		10 per cent.		6 per cent.		10 per cent.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
31	7	11	7	12	8	13	8	13
32	7	11	7	13	8	13	8	14
33	7	10	8	13	8	14	9	14
34	7	10	8	13	8	14	9	15
35	7	10	8	14	9	14	9	15
36	8	12	8	14	9	15	9	16
37	8	12	9	14	9	15	10	16
38	8	13	9	15	9	16	10	17
39	8	13	9	15	10	16	10	17
40	9	14	9	16	10	17	11	18
41	9	14	9	16	10	17	11	18
42	9	14	10	16	10	17	11	18
43	9	15	10	17	11	18	11	19
44	9	15	10	17	11	18	12	19
45	10	15	10	17	11	18	12	20
46	10	16	11	17	11	19	12	20
47	10	16	11	18	12	19	12	20
48	10	17	11	18	12	20	13	21
49	10	17	11	18	12	20	13	21
50	11	18	12	19	12	21	13	22
51	11	18	12	19	13	21	13	22
52	11	18	12	19	13	21	14	23
53	11	19	12	20	13	21	14	23
54	12	19	12	20	13	22	14	24
55	12	20	13	21	14	22	14	24
56	12	20	13	21	14	22	15	25
57	12	21	13	22	14	23	15	25
58	12	21	13	22	14	23	15	25
59	13	21	14	22	15	24	16	26
60	13	22	14	23	15	25	16	27

Dolls.	THIRTEEN DAYS.		FOURTEEN DAYS.		FIFTEEN DAYS		SIXTEEN DAYS.	
	6 per cent	10 per cent.	6 per cent	10 per cent	6 per cent.	10 per cent.	6 per cent	10 per cent.
61	13	22	14	23	15	25	16	27
62	13	22	14	23	15	25	16	27
63	13	23	14	24	16	26	17	28
64	14	23	15	24	16	26	17	28
65	14	23	15	25	16	27	17	28
66	14	23	15	25	16	27	17	29
67	14	24	15	25	17	27	18	29
68	15	24	16	26	17	28	18	30
69	15	24	16	26	17	28	18	30
70	15	25	16	27	17	29	18	31
71	15	25	16	27	18	29	19	31
72	15	25	17	28	18	30	19	32
73	16	26	17	28	18	30	19	32
74	16	26	17	29	18	31	19	33
75	16	27	17	29	18	31	20	33
76	16	28	17	30	19	32	20	34
77	16	28	18	30	19	32	20	34
78	17	28	18	30	19	32	21	35
79	17	28	18	30	19	32	21	35
80	17	29	18	31	20	33	21	36
81	17	29	19	31	20	33	21	36
82	18	29	19	31	20	33	22	36
83	18	30	19	32	20	34	22	37
84	18	30	19	32	21	34	22	37
85	18	30	20	32	21	35	22	38
86	18	31	20	33	21	35	23	39
87	19	31	20	33	21	36	23	39
88	19	32	20	34	22	37	23	40
89	19	32	20	34	22	37	23	40
90	19	33	21	35	22	38	24	41

Dolls.	THIRTEEN DAYS.		FOURTEEN DAYS.		FIFTEEN DAYS		SIXTEEN DAYS.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
91	19	33	21	35	22	38	24	41
92	20	33	21	35	23	38	24	41
93	20	33	21	36	23	39	24	41
94	20	34	22	36	23	39	25	42
95	20	34	22	37	23	40	25	42
96	21	34	22	37	24	40	25	42
97	21	35	22	37	24	40	26	43
98	21	35	23	38	24	41	26	43
99	21	35	23	38	24	41	26	43
100	21	36	23	39	25	42	26	44
101	22	36	23	39	25	42	27	44
102	22	36	23	39	25	42	27	44
103	22	36	24	40	25	42	27	45

Dolls.	ONE MONTH.		TWO MONTHS.		THREE MONTHS.		FOUR MONTHS.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
1	0	1	1	2	1	3	2	3
2	1	2	2	3	3	5	4	7
3	1	3	3	5	4	7	6	10
4	2	3	4	7	6	10	8	13
5	2	4	5	8	7	13	10	17
6	3	5	6	10	9	15	12	20
7	3	6	7	12	10	17	14	23
8	4	7	8	13	12	20	16	27
9	4	8	9	15	13	23	18	30
10	5	8	10	17	15	25	20	33
11	5	9	11	18	16	28	22	36
12	6	10	12	19	18	31	24	40

Dolls.	ONE MONTH.		TWO MONTHS.		THREE MONTHS.		FOUR MONTHS.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
13	6	11	13	21	19	34	26	43
14	7	12	14	23	21	37	28	48
15	7	13	15	25	22	40	30	51
16	8	14	16	27	24	43	32	55
17	8	14	17	29	25	46	34	60
18	9	15	18	31	27	47	36	64
19	9	16	19	32	28	48	38	66
20	10	17	20	33	30	50	40	67
21	10	18	21	34	31	52	42	68
22	11	19	22	34	33	54	44	69
23	11	20	23	35	34	56	46	72
24	12	21	24	36	36	59	48	76
25	12	21	25	37	37	62	50	79
26	13	22	26	38	39	65	52	84
27	13	22	27	39	40	68	54	86
28	14	23	28	41	42	71	56	93
29	14	24	29	43	43	73	58	96
30	15	25	30	50	45	75	60	1 00
31	15	25	31	52	46	78	62	1 06
32	16	26	32	53	48	81	64	1 08
33	16	27	33	54	49	83	66	1 10
34	17	28	34	55	51	85	68	1 12
35	17	28	35	56	52	87	70	1 14
36	18	29	36	57	54	88	72	1 16
37	18	29	37	59	55	89	74	1 18
38	19	30	38	60	57	90	76	1 20
39	19	32	39	65	58	96	78	1 25
40	20	33	40	67	60	1 00	80	1 33
41	20	34	41	68	61	1 03	82	1 38
42	21	35	42	70	63	1 06	84	1 42

Dolls.	ONE MONTH.		TWO MONTHS.		THREE MONTHS.		FOUR MONTHS.	
	6 per cent.		6 per cent.		6 per cent.		6 per cent.	
	10 per cent.	10 per cent.	10 per cent.	10 per cent.				
43	21	36	43	72	64	1 08	86	1 46
44	22	37	44	74	66	1 10	88	1 49
45	22	38	45	76	67	1 14	90	1 53
46	23	39	46	78	69	1 16	92	1 56
47	23	40	47	80	70	1 20	94	1 59
48	24	41	48	81	72	1 22	96	1 62
49	24	42	49	82	73	1 24	98	1 65
50	25	42	50	83	75	1 25	1 00	1 67
51	25	43	51	85	76	1 28	1 02	1 69
52	26	44	52	87	78	1 30	1 04	1 71
53	26	45	53	89	79	1 32	1 06	1 74
54	27	46	54	92	81	1 34	1 08	1 76
55	27	47	55	94	82	1 36	1 10	1 78
56	28	48	56	96	84	1 38	1 12	1 79
57	28	48	57	98	85	1 40	1 14	1 80
58	29	48	58	98	87	1 45	1 16	1 87
59	29	49	59	99	88	1 47	1 18	1 96
60	30	50	60	1 00	90	1 50	1 20	2 00
61	30	50	61	1 01	91	1 52	1 22	2 03
62	31	51	62	1 02	93	1 55	1 24	2 06
63	31	52	63	1 04	94	1 58	1 26	2 10
64	32	52	64	1 05	96	1 60	1 28	2 13
65	32	53	65	1 06	97	1 63	1 30	2 18
66	33	54	66	1 08	99	1 65	1 32	2 20
67	33	55	67	1 10	1 00	1 67	1 34	2 23
68	34	56	68	1 12	1 02	1 71	1 36	2 26
69	34	57	69	1 14	1 03	1 73	1 38	2 30
70	35	58	70	1 17	1 05	1 75	1 40	2 33
71	35	59	71	1 20	1 06	1 79	1 42	2 36
72	36	60	72	1 23	1 08	1 83	1 44	2 40

Dolls.	ONE MONTH.		TWO MONTHS.		THREE MONTHS.		FOUR MONTHS.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
73	36	61	73	1 25	1 09	1 87	1 46	2 44
74	37	62	74	1 27	1 11	1 91	1 48	2 50
75	37	63	75	1 29	1 12	1 93	1 50	2 56
76	38	65	76	1 30	1 14	1 95	1 52	2 60
77	38	65	77	1 30	1 15	1 96	1 54	2 62
78	39	66	78	1 31	1 17	1 97	1 56	2 64
79	39	66	79	1 32	1 18	1 98	1 58	2 66
80	40	67	80	1 33	1 20	2 00	1 60	2 67
81	40	67	81	1 34	1 21	2 02	1 62	2 69
82	41	68	82	1 35	1 23	2 04	1 64	2 70
83	41	69	83	1 37	1 24	2 06	1 66	2 74
84	42	70	84	1 40	1 26	2 09	1 67	2 80
85	42	71	85	1 42	1 27	2 11	1 70	2 84
86	43	72	86	1 44	1 29	2 14	1 72	2 88
87	43	73	87	1 46	1 30	2 17	1 74	2 92
88	44	73	88	1 47	1 32	2 21	1 76	2 94
89	44	74	89	1 48	1 33	2 23	1 78	2 96
90	45	75	90	1 50	1 35	2 25	1 80	3 00
91	45	75	91	1 52	1 37	2 28	1 82	3 04
92	46	76	92	1 53	1 38	2 31	1 84	3 08
93	46	77	93	1 55	1 38	2 33	1 86	3 12
94	47	78	94	1 57	1 41	2 35	1 88	3 14
95	47	79	95	1 58	1 42	2 37	1 90	3 16
96	48	79	96	1 59	1 44	2 40	1 92	3 20
97	48	80	97	1 61	1 45	2 43	1 94	3 23
98	49	81	98	1 63	1 47	2 46	1 96	3 27
99	49	82	99	1 65	1 48	2 48	1 98	3 30
100	50	83	1 00	1 67	1 50	2 50	2 00	3 32
101	50	84	1 01	1 69	1 51	2 52	2 02	3 36

Dolls.	ONE MONTH.		TWO MONTHS.		THREE MONTHS.		FOUR MONTHS.	
	6 per cent.		6 per cent.		6 per cent.		6 per cent.	
	10 per cent.	10 per cent.	10 per cent.	10 per cent.				
102	51	85	1	021	70	1	53	2
103	51	86	1	031	72	1	54	2
							57	2
							06	3
							44	40
Dolls.	FIVE MONTHS			SIX MONTHS.			SEVEN MONTHS.	
	6 per cent.		10 per cent.	6 per cent.		10 per cent.	6 per cent.	
	10 per cent.	10 per cent.	10 per cent.	10 per cent.				
1	2	4	3	5	3	6	4	7
2	5	8	6	10	7	12	8	13
3	7	13	9	15	10	17	12	20
4	10	17	12	20	14	23	16	27
5	12	21	15	25	17	29	20	33
6	15	25	18	30	21	35	24	40
7	17	29	21	35	24	41	28	47
8	20	33	24	40	28	47	32	53
9	22	37	27	45	31	53	36	60
10	25	42	30	50	35	58	40	67
11	27	46	33	55	38	64	44	73
12	30	50	36	60	42	70	48	80
13	32	55	39	65	45	74	52	87
14	35	59	42	70	49	78	56	93
15	37	63	45	75	52	82	60	1 00
16	40	68	48	80	56	86	64	1 07
17	42	72	51	85	59	92	68	1 13
18	45	75	54	90	63	98	72	1 20
19	47	80	57	95	66	1 02	76	1 27
20	50	83	60	1 00	70	1 17	80	1 33
21	52	87	63	1 05	73	1 23	84	1 40
22	55	92	66	1 10	77	1 30	88	1 47
23	57	96	69	1 16	80	1 36	92	1 55

Dolls.	FIVE MONTHS.		SIX MONTHS.		SEVEN MONTHS.		EIGHT MONTHS.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
24	60	1 01	72	1 21	84	1 43	96	1 62
25	62	1 05	75	1 26	87	1 49	1 00	1 70
26	65	1 09	78	1 32	91	1 55	1 04	1 77
27	67	1 14	81	1 37	94	1 61	1 08	1 84
28	70	1 19	84	1 43	98	1 67	1 12	1 91
29	72	1 23	87	1 48	1 01	1 72	1 16	1 97
30	75	1 25	90	1 50	1 05	1 75	1 20	2 00
31	77	1 29	93	1 55	1 08	1 82	1 24	2 07
32	80	1 33	96	1 60	1 12	1 90	1 28	2 14
33	82	1 37	99	1 64	1 15	1 97	1 32	2 21
34	85	1 41	1 02	1 69	1 19	2 03	1 36	2 29
35	87	1 45	1 05	1 74	1 22	2 10	1 40	2 36
36	90	1 50	1 08	1 78	1 26	2 16	1 44	2 43
37	92	1 53	1 11	1 83	1 29	2 23	1 48	2 50
38	95	1 57	1 14	1 88	1 33	2 30	1 52	2 57
39	97	1 62	1 17	1 94	1 36	2 32	1 56	2 61
40	1 00	1 67	1 20	2 00	1 40	2 33	1 60	2 67
41	1 02	1 73	1 23	2 05	1 43	2 39	1 64	2 74
42	1 05	1 79	1 26	2 10	1 47	2 45	1 68	2 81
43	1 07	1 85	1 29	2 16	1 50	2 52	1 72	2 88
44	1 10	1 91	1 32	2 21	1 54	2 58	1 76	2 95
45	1 12	1 97	1 35	2 26	1 57	2 64	1 80	3 02
46	1 15	2 00	1 38	2 33	1 61	2 70	1 84	3 10
47	1 17	2 04	1 41	2 40	1 64	2 76	1 88	3 17
48	1 20	2 06	1 44	2 44	1 68	2 80	1 92	3 24
49	1 22	2 05	1 47	2 46	1 71	2 86	1 96	3 31
50	1 25	2 08	1 50	2 50	1 75	2 92	2 00	3 33
51	1 27	2 13	1 53	2 55	1 78	2 98	2 04	3 40
52	1 30	2 18	1 56	2 60	1 82	3 04	2 08	3 47
53	1 32	2 24	1 59	2 66	1 85	3 10	2 12	3 54

Dolls.	FIVE MONTHS.		SIX MONTHS.		SEVEN MONTHS.		EIGHT MONTHS.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
54	1 35	2 29	1 62	2 71	1 89	3 17	2 16	3 60
55	1 37	2 34	1 65	2 76	1 92	3 23	2 20	3 67
56	1 40	2 40	1 68	2 81	1 96	3 29	2 24	3 74
57	1 42	2 45	1 71	2 86	1 99	3 35	2 28	3 81
58	1 45	2 47	1 74	2 90	2 03	3 38	2 32	3 86
59	1 47	2 50	1 77	2 96	2 06	3 45	2 36	3 93
60	1 50	2 53	1 80	3 00	2 10	3 50	2 40	4 00
61	1 52	2 56	1 83	3 06	2 13	3 56	2 44	4 07
62	1 55	2 61	1 86	3 11	2 17	3 63	2 48	4 14
63	1 57	2 67	1 89	3 17	2 20	3 70	2 52	4 22
64	1 60	2 72	1 92	3 23	2 24	3 77	2 56	4 29
65	1 62	2 77	1 95	3 30	2 27	3 83	2 60	4 36
66	1 65	2 82	1 98	3 36	2 31	3 90	2 64	4 43
67	1 67	2 87	2 01	3 42	2 34	3 96	2 68	4 50
68	1 70	2 89	2 04	3 46	2 38	4 03	2 72	4 57
69	1 72	2 91	2 07	3 48	2 41	4 05	2 76	4 63
70	1 75	2 92	2 10	3 50	2 45	4 08	2 80	4 67
71	1 77	2 96	2 13	3 57	2 48	4 14	2 84	4 74
72	1 80	3 01	2 16	3 63	2 52	4 20	2 88	4 81
73	1 82	3 06	2 19	3 70	2 55	4 26	2 92	4 88
74	1 85	3 11	2 22	3 77	2 59	4 32	2 96	4 95
75	1 87	3 16	2 25	3 83	2 62	4 38	3 00	5 03
76	1 90	3 21	2 28	3 90	2 66	4 44	3 04	5 10
77	1 92	3 24	2 31	3 93	2 69	4 51	3 08	5 17
78	1 95	3 27	2 34	3 95	2 73	4 58	3 12	5 24
79	1 97	3 30	2 37	3 98	2 76	4 62	3 16	5 29
80	2 00	3 33	2 40	4 00	2 80	4 67	3 20	5 33
81	2 02	3 37	2 43	4 06	2 83	4 73	3 24	5 39
82	2 05	3 41	2 46	4 12	2 87	4 80	3 28	5 45
83	2 07	3 46	2 49	4 18	2 90	4 86	3 32	5 53

Dolls.	FIVE MONTHS.		SIX MONTHS.		SEVEN MONTHS.		EIGHT MONTHS.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
84	2 10	3 50	2 52	4 24	2 94	4 93	3 36	5 59
85	2 12	3 54	2 55	4 30	2 97	5 00	3 40	5 65
86	2 15	3 59	2 58	4 36	3 01	5 06	3 44	5 71
87	2 17	3 64	2 61	4 42	3 04	5 12	3 48	5 77
88	2 20	3 68	2 64	4 48	3 08	5 18	3 52	5 85
89	2 22	3 72	2 67	4 50	3 11	5 21	3 56	5 91
90	2 25	3 75	2 70	4 50	3 15	5 25	3 60	6 00
91	2 27	3 79	2 73	4 56	3 18	5 31	3 64	6 06
92	2 30	3 83	2 76	4 63	3 22	5 37	3 68	6 12
93	2 32	3 88	2 79	4 70	3 25	5 43	3 72	6 19
94	2 35	3 92	2 82	4 76	3 29	5 49	3 76	6 25
95	2 37	3 96	2 85	4 82	3 32	5 55	3 80	6 31
96	2 40	3 99	2 88	4 82	3 36	5 55	3 84	6 31
97	2 42	4 04	2 91	4 88	3 39	5 62	3 88	6 37
98	2 45	4 09	2 94	4 94	3 43	5 70	3 92	6 44
99	2 47	4 13	2 97	5 00	3 46	5 76	3 96	6 56
100	2 50	4 17	3 00	5 00	3 50	5 83	4 00	6 67
101	2 52	4 21	3 03	5 06	3 53	5 90	4 04	6 75
102	2 55	4 26	3 06	5 13	3 57	5 96	4 08	6 83
103	2 57	4 30	3 09	5 20	3 60	6 02	4 12	6 90

Dolls.	SIX MONTHS.		TEN MONTHS		ELEVEN MO'S.		TWELVE MO'S.	
	6 per cent.		6 per cent.		6 per cent.		6 per cent.	
	10 per cent.							
1	4	7	5	8	5	9	6	10
2	9	15	10	17	11	18	12	20
3	13	23	15	25	16	28	18	30
4	18	30	20	33	22	37	24	40
5	22	37	25	42	27	46	30	50
6	27	45	30	50	33	55	26	60
7	31	53	35	58	38	64	42	70
8	36	60	40	67	44	73	48	80
9	48	68	45	75	49	82	54	90
10	45	75	50	83	55	92	60	100
11	49	82	55	91	60	102	66	110
12	54	90	60	100	66	111	72	120
13	58	98	65	108	71	121	78	130
14	63	105	70	117	77	130	84	140
15	67	112	75	126	82	140	90	150
16	72	121	80	135	88	148	96	160
17	76	130	85	144	93	157	102	170
18	81	138	90	152	99	167	108	180
19	85	144	95	159	105	174	114	190
20	90	150	100	167	110	183	120	200
21	94	157	105	176	115	192	126	210
22	99	165	110	185	121	201	132	220
23	103	172	115	194	126	210	138	230
24	108	180	120	203	132	219	144	240
25	112	187	125	213	137	227	150	250
26	117	195	130	222	143	236	156	260
27	121	202	135	231	148	246	162	270
28	126	210	140	240	154	255	168	280
29	130	217	145	247	159	265	174	290
30	135	225	150	250	165	275	180	300

Dolls.	NINE MONTHS.		TEN MONTHS.		ELEVEN MO'S.		TWELVE MO'S.	
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.
31	1 39	2 32	1 55	2 58	1 70	2 84	1 86	3 10
32	1 44	2 40	1 60	2 67	1 76	2 94	1 92	3 20
33	1 48	2 47	1 65	2 75	1 81	3 04	1 98	3 30
34	1 53	2 55	1 70	2 84	1 87	3 13	2 04	3 40
35	1 57	2 62	1 75	2 92	1 92	3 22	2 10	3 50
36	1 62	2 70	1 80	3 01	1 98	3 32	2 16	3 60
37	1 66	2 77	1 85	3 10	2 03	3 41	2 22	3 70
38	1 71	2 85	1 90	3 18	2 09	3 50	2 28	3 80
39	1 75	2 92	1 95	3 28	2 14	3 58	2 34	3 90
40	1 80	3 00	2 00	3 33	2 20	3 67	2 40	4 00
41	1 84	3 08	2 05	3 42	2 25	3 76	2 46	4 10
42	1 89	3 17	2 10	3 51	2 31	3 85	2 52	4 20
43	1 93	3 25	2 15	3 60	2 36	3 94	2 58	4 30
44	1 98	3 31	2 20	3 71	2 42	4 03	2 64	4 40
45	2 02	3 37	2 25	3 80	2 47	4 12	2 70	4 50
46	2 07	3 46	2 30	3 89	2 53	4 21	2 76	4 60
47	2 11	3 55	2 35	3 98	2 58	4 30	2 82	4 70
48	2 16	3 64	2 40	4 04	2 64	4 39	2 88	4 80
49	2 20	3 70	2 45	4 10	2 69	4 48	2 94	4 90
50	2 25	3 75	2 50	4 17	2 75	4 58	3 00	5 00
51	2 29	3 83	2 55	4 25	2 80	4 67	3 06	5 10
52	2 34	3 91	2 60	4 34	2 86	4 76	3 12	5 20
53	2 38	4 00	2 65	4 42	2 91	4 85	3 18	5 30
54	2 43	4 08	2 70	4 50	2 97	4 94	3 24	5 40
55	2 47	4 16	2 75	4 58	3 02	5 03	3 30	5 50
56	2 52	4 25	2 80	4 67	3 08	5 12	3 36	5 60
57	2 56	4 33	2 85	4 75	3 13	5 21	3 42	5 70
58	2 61	4 41	2 90	4 84	3 19	5 30	3 48	5 80
59	2 65	4 46	2 95	4 92	3 24	5 40	3 54	5 90
60	2 70	4 50	3 00	5 00	3 30	5 50	3 60	6 00

Dolls.	NINE MONTHS.				TEN MONTHS.				ELEVEN MO'S.				TWELVE MO'S.			
	6 per cent.		10 per cent.		6 per cent.		10 per cent.		6 per cent.		10 per cent.		6 per cent.		10 per cent.	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
61	2	74	4	56	3	05	5	08	3	35	5	59	3	66	6	10
62	2	79	4	62	3	10	5	16	3	41	5	69	3	72	6	20
63	2	83	4	68	3	15	5	25	3	46	5	80	3	78	6	30
64	2	88	4	74	3	20	5	33	3	52	5	89	3	84	6	40
65	2	92	4	82	3	25	5	41	3	57	5	98	3	90	6	50
66	2	97	4	90	3	30	5	48	3	63	6	08	3	96	6	60
67	3	01	4	97	3	35	5	57	3	68	6	18	4	02	6	70
68	3	06	5	05	3	40	5	65	3	74	6	28	4	08	6	80
69	3	10	5	13	3	45	5	74	3	79	6	37	4	14	6	90
70	3	15	5	25	3	50	5	83	3	85	6	42	4	20	7	00
71	3	19	5	33	3	55	5	91	3	90	6	51	4	26	7	10
72	3	24	5	41	3	60	5	98	3	96	6	60	4	22	7	20
73	3	28	5	48	3	65	6	07	4	01	6	69	4	38	7	30
74	3	33	5	56	3	70	6	15	4	07	6	78	4	44	7	40
75	3	37	5	62	3	75	6	24	4	12	6	88	4	50	7	50
76	3	42	5	68	3	80	6	32	4	18	6	97	4	56	7	60
77	3	46	5	75	3	85	6	41	4	23	7	06	4	62	7	70
78	3	51	5	83	3	90	6	49	4	29	7	15	4	68	7	80
79	3	55	5	91	3	95	6	57	4	34	7	24	4	74	7	90
80	3	60	6	00	4	00	6	67	4	40	7	33	4	80	8	00
81	3	64	6	08	4	05	6	75	4	45	7	42	4	86	8	10
82	3	69	6	16	4	10	6	83	4	51	7	51	4	92	8	20
83	3	73	6	25	4	15	6	92	4	56	7	60	4	98	8	30
84	3	78	6	33	4	20	7	01	4	62	7	69	5	04	8	40
85	3	82	6	42	4	25	7	10	4	67	7	78	5	10	8	50
86	3	87	6	50	4	30	7	18	4	73	7	87	5	16	8	60
87	3	91	6	58	4	35	7	26	4	78	7	95	5	22	8	70
88	3	96	6	67	4	40	7	34	4	84	8	04	5	28	8	80
89	4	00	6	70	4	45	7	42	4	89	8	14	5	34	8	90
90	4	05	6	75	4	50	7	50	4	95	8	25	5	40	9	00

Dolls.	NINE MONTHS.		TEN MONTHS.		ELEVEN MO'S.		TWELVE MO'S.		
	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	6 per cent.	10 per cent.	
91	4 09	6 83	4 55	7 58	5 00	8 34	5 46	9 10	
92	4 13	6 91	4 60	7 66	5 06	8 43	5 52	9 20	
93	4 18	6 98	4 65	7 74	5 11	8 52	5 68	9 30	
94	4 23	7 07	4 70	7 80	5 17	8 61	5 64	9 40	
95	4 27	7 15	4 75	7 88	5 22	8 70	5 70	9 50	
96	4 32	7 15	4 80	7 88	5 28	8 70	5 76	9 60	
97	4 36	7 23	4 85	7 96	5 33	8 81	5 82	9 70	
98	4 41	7 31	4 90	8 05	5 39	8 92	5 88	9 80	
99	4 45	7 40	4 95	8 14	5 44	9 03	5 94	9 90	
100	4 50	7 50	5 00	8 33	5 50	9 17	6 00	10 00	
101	4 54	7 58	5 05	8 42	5 55	9 28	6 06	10 10	
102	4 59	7 67	5 10	8 51	5 61	9 40	6 12	10 20	
103	4 63	7 74	5 15	8 62	5 66	9 52	6 18	10 30	

TIME TABLE.

	JAN.	FEB.	MAR.	APRIL.	MAY.	JUNE.	JULY.	AUG.	SEPT.	OCT.	NOV.	DEC.
JAN.	365	31	59	90	120	151	181	212	243	273	304	334
FEB.	334	365	28	59	89	120	150	181	212	242	273	303
MAR.	306	337	365	31	61	92	122	153	184	214	245	276
APR.	275	306	334	365	30	61	91	122	153	183	214	244
MAY	245	276	304	335	365	31	61	92	123	153	184	214
JUNE	214	245	273	304	334	365	30	61	92	122	153	183
JULY	184	215	243	274	304	335	365	31	62	92	123	153
AUG.	153	184	212	243	273	304	334	265	31	61	92	122
SEPT.	122	153	181	212	242	273	303	334	365	30	61	91
OCT.	92	123	151	181	212	243	273	304	335	365	31	61
NOV.	61	92	120	151	181	212	242	273	304	334	365	30
DEC.	31	62	90	121	151	182	212	243	274	304	335	365

To find the number of days from any day in any month to the same day in any other month, find, for example, April 4th on the left, and July at the top, and you have 91, the number of days.

JUSTICE'S FEES.

At the commencement of each suit, - - -	\$ 50
In case of Attachment, - - - - -	1 00
Forcible entry and detainer, - - - -	1 00
Judgment by confession after the suit is com- menced, - - - - -	50
If not on suit previously brought, - - - -	1 00
Entering Judgment when not contested, -	50
If contested, - - - - -	1 00
If Jury is called, - - - - -	2 00
Issuing Execution, - - - - -	50
If a case consumes more than six hours, ad- ditional, - - - - -	1 00
Continuance or adjournment, - - - -	50
Transcript and certificate, - - - - -	50
Setting aside judgment, - - - - -	50
Drawing and certifying affidavit, - - - -	25
Certificate not attached to any other paper,	25
His official certificate to any paper, - - -	35
Copy of any paper or record per 100 words,	10
Money collected without suit, per 100, - -	02
Any criminal process, - - - - -	50
Entering Judgment, - - - - -	50
Recognizance of any undertaking, - - -	25
Order of discharge to Jailer, - - - -	25
In case of an estray, - - - - -	50

CONSTABLE'S FEES.

Serving any notice or process, on each person therein named, - - - - -	\$ 25
Copy, when required, - - - - -	10
Serving Writ of Attachment, - - - - -	50
Replevin, - - - - -	50
Traveling fees, going and returning, per mile,	05
Summoning a Jury, - - - - -	50
Attending same on trial, - - - - -	25
Serving Execution, - - - - -	25
Advertising and selling property, - - - -	50
Advertising, without selling, - - - -	25
Notifying plaintiff of time of sale, - - -	20
Return of Execution without levy, - - -	05
Taking bond in any case, - - - - -	25
Money collected on execution per each \$1, -	04
Serving Subpœna, - - - - -	15
Posting up each notice required by law, - -	15
Commitment to prison, - - - - -	25
Certificate not attached to any other paper,	35
His official certificate to any paper, - - -	35
Copy of any paper per 100 words, - - -	10

WITNESS' FEES.

Witness before Justice per day, - - - - -	\$ 50
Actual travel per mile, each way, - - - -	05

JUROR'S FEES.

Juror before Justice per day, - - - - -	50
Traveling per mile, each way, - - - - -	05

EXPLANATION
OF
Technical Terms and Phrases used in Law.

Abatement. The defeat or overthrow of a writ. Also, an entry upon lands after the death of the person last seized, and before the heir.

Abet. To support another by encouragement or help.

Abeyance. Intendment or consideration of law.

Accedas ad curiam. A writ to remove a cause from a court baron to a superior court.

Accessory. One who is not the chief agent in a crime, but contributes to it.

Ac etiam. And also. In a writ on a complaint of trespass, this clause is inserted; *and also*, to a bill of debt.

Administrator de bonis non. Administrator of the goods not administered by a deceased executor or administrator.

Ad quod damnum. To what damage. A writ to have damages assessed in certain cases.

Advowson. A right to present to a benefice.

Affidavit. A voluntary oath.

Aid. Assistance. Tenant for life, in a real action, may pray *aid* of the person under whom he holds, as being better acquainted with the title, and more able to defend it.

Alias. A second writ when the first is not served.

Alibi. Elsewhere—at another place. The absence of a person from the place where he is alleged to have committed an offence.

Alimony. The portion of the husband's estate allowed to the wife on decreeing a divorce.

Allodial. Independent.

Allodium. Lands held independent of any lord.

Assault. An attempt to commit violence on the person of another.

Assumpsit. A voluntary promise to pay or do something for another person.

Auter fois Acquit. Acquitted on a former trial.

Auter fois Convict. A former conviction for the same offence.

Avowry. The justification of one who has taken a distress, shewing for what cause he took it.

Ayle or besayle. Grandfather or great grandfather. A writ where the demandant alleges an abatement in the time of his grandfather or great grandfather.

Baron and Feme. Husband and wife.

Billa vera. A true bill.

Bona fide. In good faith.

Bole. Necessary supplies of certain articles.

Capias ad respondendum. A writ commanding the officer to take the body of the defendant to answer to the action.

Capias ad satisfaciendum. A writ commanding the officer to take the body of the defendant in execution.

Cepi Corpus. I have taken the body. An officer's return.

Certiorari. A writ to an inferior court, commanding that the proceedings in a cause be certified to a superior court.

Cestui que trust. The person for whose benefit a trustee holds an estate.

Cestui que use. The person for whose use an estate is held.

Chose in action. A thing claimed, but not yet possessed, as money due on note or bond.

De bene esse. Conditionally.

Dedimus potestatem. A writ authorising some person to take depositions.

De medietate lingua. A jury of whom one-half are foreigners.

Demurrer. An issue in law.

De novo. Anew. A *venire de novo* is awarded on giving new trial after verdict.

Derise. A bequest, or gift by will.

Distress. The act of making a legal seizure—the thing seized.

Durante absentia. During absence.

Durante minore aetate. During minority.

Emblements. The profits of sown lands.

Estate per auter vie. An estate for the life of another.

Estovers. Necessaries.

Ex contractu. Out of or upon a contract.

Ex delicto. Out of or on a wrong.

Ex officio. By virtue of office.

Exoneretur. A discharge from responsibility.

Ex parte. On the part of one only.

Ex post facto. After the act.

Feme covert. A married woman.

Feme sole. A single woman.

Fieri facias. A writ of execution commanding the officer to levy and make the money of defendant's estate.

Forma pauperis. As a pauper.

Garnishee. The person in whose hands another's money is attached.

Guardian ad litem. A guardian appointed for the purpose of conducting a suit.

Habeas corpus. A writ commanding a person who has the custody of a prisoner, to bring him before the Court or Judge.

Habere facias possessionem. A writ commanding the Sheriff to give possession of lands to him who has recovered an ejectment.

Heir loom. An article of furniture which descends with the inheritance.

Heriot. A fine paid to the lord on the death of a land holder.

Homicide. The killing of any human being.

Homine replegiendo. A writ to deliver a prisoner from illegal confinement.

Injuria sua propria. Of his own wrong.

Innuendo. Meaning.

Insimul computasset. They accounted together.

Instanter. Immediately.

Levari facias. A writ of execution, commanding the Sheriff to levy the amount of defendant's real estate.

Livery of Seizin. Delivery of corporal possession.

Mal feasance. A corrupt execution of official duty.

Malum in se. Wrong in itself.

Malum prohibitum. Wrong by statuary prohibition.

Mandamus. A writ from a superior Court commanding an inferior Court or officer to perform an official duty.

Mesne process. Intermediate process, subsequent to the original writ and prior to the judgment.

Minimum price. The smallest or lowest price.

Misfeasance. An improper performance of official duty.

Moiety. One-half.

Molliter Manus imposuit. He gently laid hands upon him.

Ne exeat. A writ to restrain an individual from leaving the State.

Ne unques executor. He never was executor.

Nient culpabilis. Not guilty.

Nihil. An officer's return, when there is nothing upon which the writ can be executed.

Nihil dicit. } No defence is made by defendant.

Nil dicit. } dant.

Nihil debet. } He owes nothing. The general

Nil debet. } issue, in debt on simple contract.

Nolle prosequi. A declaration by the State's counsel that he will prosecute the indictment no farther.

Non assumpsit. He did not assume. The general issue in the action of assumpsit.

Non compos mentis. Of an unsound mind.

Non est factum. It is not his deed. The general issue, in debt or specialty.

Non est inventus. He is not found.

Non feasance. Non-performance of official duty.

Non sum informatus. To answer, by counsel, when he has no further matter to plead.

Nuncupative will. A will pronounced, but not written.

Ore tenus. By word of mouth.

Oyer. Hearing. To cause oyer is to demand a reading of the Bond or other instrument.

Pais. The country.

Parol evidence. Evidence spoken, not written.

Parricide. The murder of a father.

Plene administravit. He has fully administered.

Pluries. Often. A writ issued after the first and second have been returned, not executed.

Posse comitatus. The power of the county.

Prima facie. On the first appearance.

Priviligium clericale. The benefit of the clergy.

Pro confesso. For confe sed.

Profert. Production of a writing in Court.

Quantum meruit. As much as he deserves.

Quantum valebat. As much as it is worth.

Quare Clausum fr git. Wherefore he broke into his enclosure. A writ in trespass.

Quare impedit. Wherefore does he hinder. A writ where a person is kept out of his office or business.

Quietus. A discharge from responsibility.

Qui tam. An action where one sues as well on behalf of the State as for himself.

Quo warranto. A writ requiring the defendant to shew by what authority he supports his claim.

Respondeat ouster. That he answer over.

Retor no habando. A writ in favor of the defendant in replevin. That he have return of the goods.

Sane. Sound, healthy.

Scire facias. A writ commanding the officer to give notice to a party to appear in a Court on certain occasions.

Scire feci. I have made known. The return of an officer to a scire facias.

Se defendendo. In his own defence.

Seizin. Corporal possession.

Son assalt. His own assault.

Subpœna. A writ to summon persons, generally witnesses, to appear in court.

Suicide. Self murder.

Supersedeas. A writ to stay proceedings in an inferior Court, until an appellate Court shall affirm or reverse the judgment.

Talesmen. Jurors taken from the by-standers to supply a deficiency in the regular pannel.

Tenant at will. One who holds at the will of the landlord.

Tenant by courtesy. One who holds a life estate in the lands of a deceased wife.

Tenant by sufferance. One whose term has expired, and who still holds possession by the indulgence of the lord.

Tenant for life. One who holds an estate during his own life, or the life of another person.

Tenant for years. One who holds an estate in lands for a term of years.

Tenant in dower. One who holds a widow's right during her life, in the lands of which her husband died seized.

Terre tenant. Tenant of the lands by any claim.

Tesatum, fi. fa. or Ca. sa. A writ issued to another county, in which writ it is suggested that

the defendant is not found, or has no property in the county, whence the writ issues.

Tort. Wrong.

Vadium mortuum. A dead pledge; a mortgage.

Vadium Vivum. A living pledge.

Venditioni exponas. A writ commanding the officer to expose to sale, property levied on by virtue of a former writ.

Venire facias. A writ commanding the officer to summon a jury.

Venire. Vicinage; neighborhood; the county or place where an action is laid.

Vi et armis. With force and arms.

Viva voce. With the living voice; spoken, not written.

Voir dire. To speak truth. An oath administered to a witness, relative to his interest in the cause.

RATE OF INTEREST.

The following is the regulation of the rate of interest, fixed by the Legislature of Iowa at its session in 1852 and 1853:

The rate of interest shall be six per cent. on the hundred by the year on money due by express contract, unless a different rate be expressed in writing; on all moneys after the same becomes due, where there is no contract fixing the rate of interest, on judgments and decrees for the payment of money, where no other rate is expressed; on money lent

without a contract fixing the rate of interest, and on money received to the use of another and retained beyond a reasonable time, without the owner's consent, express or implied; on money due upon the settlement of matured accounts from the day the balance is ascertained; on money due upon open accounts, after six months from the date of the last item, and on all money due or to become due, where there is contract to pay interest, and no rate stipulated.

Parties may agree in writing for the payment of interest not exceeding ten cents on the hundred by the year.

Interest shall be allowed on all moneys due on judgments and decrees, of any competent court or tribunal, at the rate of six per cent. per annum, unless a different rate is fixed by the contract, on which the judgment or decree is rendered, in which case the judgment or decree shall draw interest at the rate expressed in the contract; but no judgment or decree shall draw more than ten per cent. per annum, which rate must be expressed in the judgment or decree.

COMPUTING INTEREST.

If a debt is not on interest, the payment is applied to the reduction of the debt, without allowing any interest on the money paid, unless the parties otherwise agree. If part payment of a debt, which is on interest, be made before it is due, the amount paid should likewise go to the reduction of the prin-

cipal without adding the interest to it. For example, a note is given for one hundred dollars, payable in one year, with ten per cent. interest from date. At the end of six months a payment of fifty dollars is made. The interest is then computed on the whole amount of the debt for one year, which is \$110, and on the payment for six months, which is \$52 50; then take the payment with its interest from the debt with its interest, and you have \$47 50 for the balance due.

If part payment be made on a debt on interest after it becomes due, then the interest is to be reckoned up to the time of payment, added to the principal, and the payment taken out. That is, the payment must first go to discharge the interest due on the debt, and the balance of the payment to the reduction of the principal. For example, a note is given for one hundred dollars, payable one day after date, with ten per cent. interest. At the end of six months a payment of fifty dollars is made. The interest on \$100 for six months is \$5, making due at the end of six months \$105; from this sum take \$50, the payment, which leaves \$55. Then, at the end of the next six months, there will be due on the debt \$57 75. But if the payment be less than the interest due, the surplus of interest must not be added to the principal, but interest continues on the former principal the same as if no payment had been made, until the time when the payments, added together, exceed the interest due.

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